

AGENDA

6:30 p.m. Wednesday, March 7, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 21, 2018.

P-1 Proclamation honoring the ARC of Gloucester and Developmental Disabilities for the Month of March (Jefferson) **to be presented**

P-2 Certification presentation recognizing the South Jersey Pole Vault Champions, Kate Appleby-Wineberg & Ryan Toppi (Simmons) **to be presented**

P-3 Proclamation honoring Kingsway Learning Center and Services (Gloucester County Chamber of Commerce) Community Service Award, Non-Profit of the Year, 2018 (Simmons) (previously presented)

P-4 Proclamation honoring Shari Hulitt (Gloucester County Chamber of Commerce) Community Service Award, Small Business Person of the Year, 2018 (Simmons) (previously presented)

P-5 Proclamation honoring Gregory Davis (Gloucester County Chamber of Commerce) Community Service Award, Citizen of the Year, 2018 (Simmons) (previously presented)

P-6 Proclamation honoring Daniel Sulpizio (Gloucester County Chamber of Commerce) Community Service Award, Business Person of the Year, 2018 (Simmons) (previously presented)

P-7 Proclamation honoring Renee Garrison (Gloucester County Chamber of Commerce) Community Service Award, Chamber Member of the Year, 2018 (Simmons) (previously presented)

P-8 Proclamation proclaiming Engineer's Week in the County of Gloucester February 18 -24, 2018 (Simmons) (previously presented)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION EXTENDING THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2018 TO MARCH 20, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

This Resolution will authorize the County to exercise its option to extend the contract with Wayman Fire Protection, Inc. as per PD-16-012 for burglar and fire alarm maintenance and repair for various County-owned buildings, for a one-year period from March 21, 2018 to March 20, 2019, in an amount not to exceed \$50,000.00.

A-2 RESOLUTION EXTENDING THE CONTRACT WITH DREW & ROGERS, INC. FROM MARCH 26, 2018 TO MARCH 25, 2020 IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER YEAR.

This Resolution will authorize the County to exercise its option to extend the contract with Drew & Rogers for the supply and delivery of advertising items for all using departments in the County for a two (2) year period from March 26, 2018 to March 25, 2020 in an amount not to exceed \$35,000.00 per year.

A-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR GUIDANCE AS TO PURCHASING, FISCAL AND FINANCIAL MATTERS.

In accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., this Resolution will authorize a Shared Services Agreement between the County and the Gloucester County Library Commission for the provision of guidance and assistance by the County related to purchasing, fiscal, and financial matters for a period of ten (10) years from January 1, 2018 to December 31, 2027.

A-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY AND THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR VARIOUS LEVELS OF HUMAN RESOURCES SERVICES.

In accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., this Resolution will authorize a Shared Services Agreement between the County and the Gloucester County Library Commission and the Gloucester County Utilities Authority for the provision of assistance by the County related to employee screening, testing, interviewing and related services matters from January 1, 2018 to December 31, 2034.

A-5 RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR \$36,190.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

The Gloucester County Office of Assessment has a need for licensing of digital aerial imaging software services known as *ChangeFindr*. The Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, from January 1, 2018 to December 31, 2018 for \$36,190.00. CAF #18-01438 was obtained to certify funds.

A-6 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY INSURANCE FUND COMMISSION.

In accordance with the rules and regulations of the Gloucester County Insurance Commission, a representative and an alternate must be appointed. This Resolution will approve the appointment of Timothy Sheehan as a Gloucester County Insurance Fund Commissioner to fill an unexpired term from March 1, 2018 to October 6, 2019.

A-7 RESOLUTION APPOINTING A MEMBER TO THE COUNTY EXCESS LIABILITY FUND.

In accordance with N.J.S.A. 40A:10-37, the County must appoint a NJCEIF Commissioner and an alternate. This Resolution will approve the appointment of Timothy Sheehan as NJCEIF Commissioner to the County Excess Liability Fund to fill an unexpired term.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WOODBURY HEIGHTS.

The Borough of Woodbury Heights is designating the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services. The Borough of Woodbury Heights is entering into a Shared Services Agreement and a Vehicle and Equipment Lease Agreement, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2018 TO MARCH 12, 2020 IN AN AMOUNT NOT TO EXCEED \$600,000.00 PER YEAR.

This Resolution will authorize the County to exercise its option to extend the contract with South State, Inc. as per PD-16-008 for the furnishing of milling and profiling services for use by the Public Works Department, for a two-year period from March 13, 2018 to March 12, 2020 in an amount not to exceed \$600,000.00 per year.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION****FREEHOLDER DIMARCO
FREEHOLDER CHILA****E-1 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 8, 2018 TO MARCH 7, 2019 IN AN AMOUNT NOT TO EXCEED \$150,000.00 PER CONTRACT.**

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP 18-015) for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months. Based on the workload expected over the next year, which is expected to be approximately 15+/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of work plan and personnel availability, and anticipated costs.

E-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO FOR \$215,565.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan, known as Block 1003, Lot 3, owned by Verna Mulvenna, Benny Grasso and Jeanette Giordano, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$8,750.00 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 24.636 acres in size, is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in a future Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for the Hanson Organization and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 1,000 acres of previously preserved farmland and open space. CAF #18-01521 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES****FREEHOLDER CHRISTY
FREEHOLDER DIMARCO****F-1 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC. FROM MARCH 7, 2018 TO MARCH 6, 2020, FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR; PER VENDOR.**

This Resolution authorizes award of a split contract with Cooper Electric Supply Co., Inc. and with Billows Electric Co., Inc., for the supply and delivery of various electrical parts and supplies specified in PD-18-001, and as identified within each Vendor Contract. Each Contract is open-ended and authorized in an amount not to exceed \$40,000.00 per Vendor from March 7, 2018 to March 6, 2020. County retains the option to extend the Contracts for one (1) two-year term or two (2) one-year terms.

F-2 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 FOR \$130,000.00.

This Resolution awards a contract to William R. Carey & Company, Inc. for individual and aggregate excess loss medical coverage for the Department of Corrections from March 1, 2018 to February 28, 2019 for \$130,000.00. CAF #18-01556 was obtained to certify funds.

F-3 RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 IN AN AMOUNT NOT TO EXCEED \$125,000.00.

This Resolution authorizes the purchase and delivery of ammunition from Eagle Point Gun/TJ Morris & Son by the County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use through State Contract #A81296 in an amount not to exceed \$125,000.00 from March 1, 2018 to February 28, 2019.

F-4 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE, EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$57,169.40.

This Resolution will authorize the purchase of software, equipment and related services from Software House International through State Contract A89851, for use at the County Child Advocacy Center to support the High Tech Crimes Unit and Local Police Agencies. CAF #18-01551 was obtained to certify funds for \$27,789.40, and CAF #18-01552 was obtained to certify funds for \$29,380.00, for a total amount of \$57,169.40.

F-5 RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT V-74-15 GRANT AMOUNT TO \$265,817.00, WITH AN IN-KIND MATCH OF \$113,565.00 FOR A TOTAL OF \$379,382.00 FROM JULY 1, 2017 TO JUNE 30, 2018.

This Resolution will approve an amendment to the Victims of Crime Act (VOCA) Grant V-74-15, to reflect the grant amount of \$265,817.00 with an in-kind match of \$113,565.00, for a total amount of \$379,382.00 from July 1, 2017 to June 30, 2018.

F-6 RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT GRANT V-51-15 GRANT TERM FROM OCTOBER 1, 2016 TO MARCH 31, 2018.

This Resolution will amend the Victims of Crime Act (VOCA) Grant V-51-15, to modify the grant term for period from October 1, 2016 to March 31, 2018.

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING THE PURCHASE OF LEAD ANALYSIS EQUIPMENT FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC. FOR \$42,230.00.

This Resolution authorizes the purchase of lead analysis equipment for the detection of levels of lead paint, per specifications found in PD-18-010, from Thermo Scientific Portable Analytical Instruments, Inc., with offices located at 2 Radcliff Road, Tewksbury, MA 01876 for a total amount of \$42,230.00.

G-2 RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2018 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT.

Resolution authorizing the Freeholder Director and County Counsel to attest to 2018 certifications and assurances as required on an annual basis by the Federal Transit Administration (FTA). These annual certifications and assurances are required by the FTA in order to receive federal transportation grants. This resolution states that Gloucester County will abide by all applicable federal laws regarding the administration of transportation grants.

G-3 RESOLUTION AUTHORIZING EXECUTION OF A GRANT APPLICATION WITH NJ TRANSIT FOR THE FFY 2015 SECTION 5310 GRANT FOR FUNDING OF CAPITAL AND OPERATING PROJECTS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR \$200,000.00 WITH AN IN-KIND MATCH OF \$200,000.00, FOR A TOTAL AMOUNT OF \$400,000.00.

This Resolution authorizes the execution of a grant application submitted by the County Division of Transportation Services and the resulting agreement with New Jersey Transit for the FFY 2015 Section 5310 Grant program. Funding received will be used for the Capital request, "Vehicle Project" for the lease of two (2) extended minibuses 16 seats 2 securements for replacement of vehicles due for retirement; and "Operating Project", consisting of 50% FTA (\$200,000.00) and a 50% County match (\$200,000.00). Final FTA approval is required before receiving this grant. This Section 5310 award will help provide demand-responsive, subscription and flexible fixed route transportation for various transportation appointments to low-income, elderly and disabled residents.

G-4 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2018 TO MARCH 31, 2019 FOR \$73,314.29.

This Resolution authorizes execution of a license maintenance agreement with Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, NJ 08869, to provide service and maintenance of proprietary software for the Division of Social Services (i.e., ABACUS, Fraud Collection Turnkey System (WEB), in the amount of \$50,200.56 and A.O.S.S. Card registration (WEB), in the amount of \$23,113.73). The total contract amount is \$73,314.29 from April 1, 2018 to March 31, 2019. This is proprietary software as per N.J.S.A. 40A:11-5DD. CAF#18-01520 has been obtained to certify funds.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:30 p.m. Wednesday, February 21, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director Chila	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder DiMarco	X	
Freeholder Jefferson	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from February 7, 2018

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51030 Proclamation recognizing Kennedy Health & Wellness - Mullica Hill on its Grand Opening and Ribbon Cutting 2/15/18 (previously presented) (Simmons)

51030A Proclamation recognizing Float Haven Health Spa on its Grand Opening and Ribbon Cutting-2/18/18 (previously presented) (Simmons)

PUBLIC HEARING AND ADOPTION

51031 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

This Resolution will allow the County to use 3.5% in calculating its budget cap and allow the County to “bank” or use in future years any amounts not needed in 2018. This was introduced at the February 7, 2018 Freeholder Meeting.

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

INTRODUCTION OF 2018 BUDGET

51032 RESOLUTION FOR THE INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR THE FISCAL YEAR 2018.

This Resolution introduces the 2018 County budget, and schedules a public hearing at the March 21, 2018 Freeholder meeting.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

INTRODUCTION

51033 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

A public hearing will be scheduled at the March 21, 2018 Freeholder meeting on this ordinance.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

51034 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		18-00494, 18-00495; 17-07426
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51035 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM FEBRUARY 4, 2018 TO FEBRUARY 3, 2019 FOR \$26,000.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51036 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2017 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51037 RESOLUTION SUPPORTING NEW JERSEY ASSEMBLY BILL A-135 (SENATE BILL 3490), ESTABLISHING FIRE SAFETY STANDARDS AND BUILDING CODES FOR CERTAIN LIGHT FRAME RESIDENTIAL CONSTRUCTION.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

51038 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2018 TO FEBRUARY 28, 2019, IN AN AMOUNT NOT TO EXCEED \$49,000.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51039 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SIMULAIDS, INC., FOR \$30,995.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51040 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF BUENA RELATED TO DISPATCH SERVICES INCLUDING POLICE, FIRE, AND EMS SERVICES.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

51041 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATED TRAINING SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR \$171,500.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy	X		X		
Freeholder DiMarco		X	X		
Freeholder Jefferson			X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51042 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51043 RESOLUTION AUTHORIZING HUMAN SERVICES CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2020

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Time: 6:45

Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

March 2018

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Gloucester County, NJ

WHEREAS, all Americans are entitled to have access to community services, individualized supports and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

WHEREAS, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 200,000 of these individuals live and work in the state of New Jersey; and

WHEREAS, the observance of Developmental Disabilities Awareness Month has been recognized nationally since 1987 when the American people were encouraged to build understanding and provide new opportunities for individuals in the U.S. living with intellectual or developmental disabilities; and

WHEREAS, individuals with developmental disabilities are capable and creative and every person, regardless of ability, has valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with developmental disabilities; and

WHEREAS, the Board of Chosen Freeholders recognizes and appreciates the organizations such as The Arc Gloucester in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment, that individuals with disabilities can live happy and productive lives; and

WHEREAS, we honor The Arc Gloucester, celebrating over 60 years of service to the residents of Gloucester County, dedicated to making a difference and improving the quality of life for individuals with intellectual and developmental disabilities and their families in Gloucester County.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize March 2018 as Developmental Disabilities Awareness Month in Gloucester County and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of March, 2018.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: Laurie Burns Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ HONORING ~

KINGSWAY LEARNING CENTER AND SERVICES
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD, NON-PROFIT OF THE YEAR, 2018

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize Kingsway Learning Center and Services for being named the Gloucester County Chamber of Commerce Community Service Non-Profit of the Year, 2018; and

WHEREAS, Kingsway Learning Center and Services is a non-profit organization founded in 1966 to support children with learning disabilities, providing alternative educational environments that allow children to grow and learn within their individual capabilities. They currently serve more than 250 individuals with disabilities in Gloucester County and the surrounding region, providing a broad spectrum of programs for both children and adults. They also conduct training for parents and service providers of children with disabilities, utilizing their core values of relationships, communication, excellence, individuality and advocacy; and

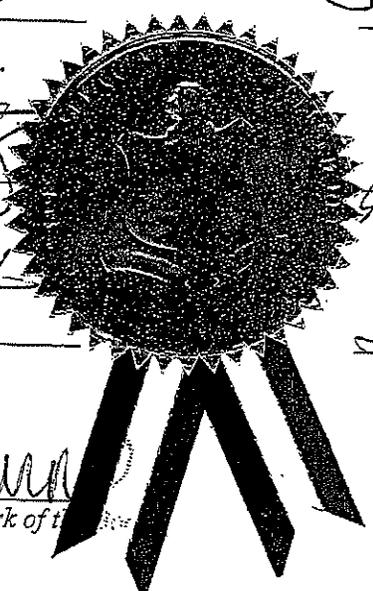
WHEREAS, Kingsway Learning Center has formed partnerships with more than two dozen local businesses and recreational facilities that offer community-based instruction for students throughout Gloucester County. They provide a comprehensive array of academic and therapeutic services facilitating each student's transition to an active post-secondary life, including preparation for the workforce and use of public transportation. Partnered with learning institutions, they also deliver assistance to children and adults outside the school day, providing speech, physical and occupational evaluations and therapy, assistive technology evaluations, job coaching and respite care.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Kingsway Learning Center and Services on being named Gloucester County Chamber of Commerce Community Service Award Non-Profit of the Year, 2018.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.

Signatures and names of Robert M. Damminger (Freeholder Director), Giuseppe (Joe) Chila (Freeholder Deputy Director), Lyman Barnes (Freeholder), Daniel Christy (Freeholder), Frank J. DiMarco (Freeholder), James B. Jefferson (Freeholder), and Heather Simmons (Freeholder).

ATTEST: Laurie J. Burns, Clerk of t



Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~
SHARI HULITT

GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD - SMALL BUSINESS PERSON OF THE YEAR, 2018

WHEREAS, It is the desire of the Gloucester County Board of Chosen Freeholders to honor Shari Hulitt as the recipient of the Gloucester County Chamber of Commerce Community Service Award, Small Business Person of the Year, 2018; and

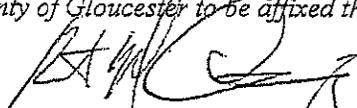
WHEREAS, Hulitt is a resident of Pitman, NJ and is the founder, managing partner and CEO of Sharplink Staffing, LLC, a South Jersey-based staffing firm specializing in the fulfillment of light industrial, accounting, administrative, legal and professional roles. Hulitt has established the internal infrastructure, hired, trained and retained recruiters for the successful placement of candidates for a variety of clients in Gloucester County, realizing a 117% growth in her small business each year since 2015, staying true to her mission to help people who need it most; and

WHEREAS, Hulitt takes community service to the next level by dedicating her personal time as a board member for Kids Caring Foundation and Chair of their Youth Advisory Council, Youth Voice. She is a founding member of the Pitman Senior Outreach Committee and serves as Vice Chair on the Pitman Economic Development Committee, where she played an integral role in planning the Pitman Potter Festival. She also commits her time to other organizations including Pop's Dream, ARC Gloucester County and Big Brothers/Big Sisters and is a Premier Member of the Pitman Gallery and Art Center; and

WHEREAS, Hulitt resides in Pitman with husband Daryl and their four children. Hulitt was named one of South Jersey's top CEOs & CFOs by South Jersey Biz Magazine, and in 2017 was appointed to the leadership of Women in Bio-Philadelphia Chapter, promoting women's leadership and career developments in life science.

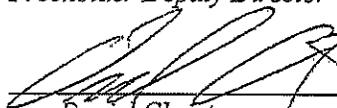
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Shari Hulitt for being named Gloucester County Chamber of Commerce Small Business Person of the Year, 2018.

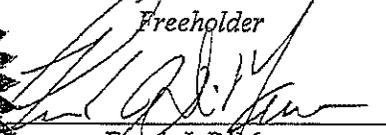
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.

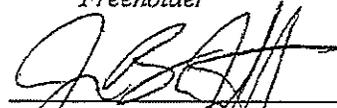

Robert M. Damminger
Freeholder Director

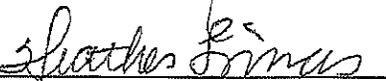

Giuseppe (Joe) Chila
Freeholder Deputy Director

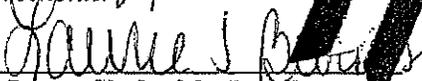

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~
GREGORY DAVIS

GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD - CITIZEN OF THE YEAR, 2018

WHEREAS, It is the desire of the Gloucester County Board of Chosen Freeholders to honor Gregory Davis on being named Gloucester County Chamber of Commerce Citizen of the Year, 2018; and

WHEREAS, Gregory Davis began his career at Valero in 2004, moving on to Paulsboro Refining Company. He has 24 years of refining experience as a chemical engineer with a diverse background including technical service, process design, control systems, economics and planning and operations supervision. Davis has consistently participated in the United Way of Gloucester County campaign at PBF Energy and has encouraged his colleagues to get involved; and

WHEREAS, Davis lives by the words time, talent and treasure, and his passion for giving back to his community is readily apparent through his dedication to the Volunteer Center of South Jersey (VCSJ). He has served on the Board of Directors for 12 years and leads the effort to secure sponsorships for their activities. He heads the Board Development Committee, serving as a mentor to colleagues who share his passion to serve or contribute. Davis was the originator of the Volunteer Center's Annual Spirit of the Community event which has grown over the past seven years from a handful of volunteers in attendance to the largest volunteer recognition event in the State of New Jersey; and

WHEREAS, Davis spearheaded the Scholarship Award for Volunteer Excellence (SAVE), which he believes will promote the work the Center does and encourage students to engage in community service. His ability to communicate with sponsors and raise awareness about the VCSJ mission has broadened the VCSJ's reach to the South Jersey region.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Gregory Davis for being named Gloucester County Chamber of Commerce Citizen of the Year, 2018.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.

[Signature]

Robert M. Damming
Freeholder Director

[Signature]

Giuseppe (Joe) Chila
Freeholder Deputy Director

[Signature]

Lyman Barnes
Freeholder

[Signature]

Daniel Christy
Freeholder

[Signature]

Frank J. DiMarco
Freeholder

[Signature]

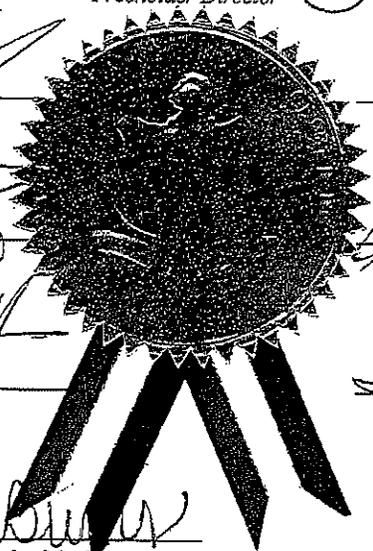
James B. Jefferson
Freeholder

[Signature]

Heather Simmons
Freeholder

ATTEST: *[Signature]*

Laurie J. Burns, Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~

DANIEL SULPIZIO

GLOUCESTER COUNTY CHAMBER OF COMMERCE

COMMUNITY SERVICE AWARD - BUSINESS PERSON OF THE YEAR, 2018

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to honor Daniel Sulpizio on being named Gloucester County Chamber of Commerce Business Person of the Year, 2018; and

WHEREAS, Daniel Sulpizio is the Senior Vice President and Director of Retail Banking for Parke Bank and has been a champion of their commitment to the communities it serves by supporting veteran organizations, scholarship programs and seniors; and

WHEREAS, Sulpizio serves as President of the Board of Gloucester County Habitat for Humanity, a non-profit that provides safe, affordable housing to qualified partner families in the county. He promotes the "How to Do Your Banking" program in four local high schools and does speaking engagements at many schools teaching life skills and the importance of establishing and using credit. Sulpizio leads the Parke Bank Holiday Giving Program that donates gift baskets and gift certificates to those in need, particularly the Glassboro VFW veterans, and in 2017 Sulpizio was selected to serve a one-year commitment as Honorary Commander at Joint Base MDL as part of the 32nd Air Refueling Squad; and

WHEREAS, Sulpizio has received numerous awards and was recognized as one of the 2017 Men of the Year by South Jersey Magazine. In 2017, he was appointed to the Gloucester County Workforce Development Board, serving on the Youth Development Council and is a member of the Gloucester County Elder Protection Committee. He also serves as a board member of the Citizens Crime Commission of Philadelphia and is President of the South Jersey Bankers Security Administration.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Daniel Sulpizio for being named Gloucester County Chamber of Commerce Business Person of the Year, 2018.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.

Robert M. Damming
Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Lyman Barnes
Freeholder

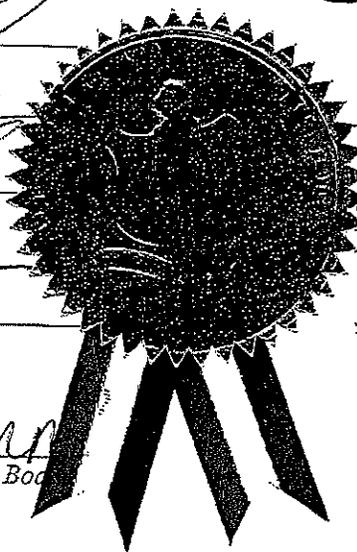
Daniel Christy
Daniel Christy
Freeholder

Frank J. DiMarco
Frank J. DiMarco
Freeholder

James B. Jefferson
James B. Jefferson
Freeholder

Heather Simmons
Heather Simmons
Freeholder

ATTEST: *Laurie J. Burns*
Laurie J. Burns, Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~

RENEE GARRISON

GLOUCESTER COUNTY CHAMBER OF COMMERCE

COMMUNITY SERVICE AWARD - CHAMBER MEMBER OF THE YEAR, 2018

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to honor Renee Garrison on being named Gloucester County Chamber of Commerce Chamber Member of the Year, 2018; and

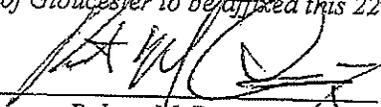
WHEREAS, Renee Garrison is the General Manager of Adams Technical Maintenance Services Company where she makes a positive impact by treating each client with care and compassion, keeping open lines of communication and delivering on services; and

WHEREAS, Renee Garrison excels in her tenacious dedication to the Gloucester County Chamber, most recently serving as co-chair of the Ambassador Committee. Her role is to welcome and guide new members of the chamber with empathy and respect. Garrison has a reputation among her chamber colleagues for getting the job done, and is a highly respected and deeply valued member of the organization; and

WHEREAS, Renee Garrison treats everyone like a part of her family and truly aspires to help people every day in many ways. We commend Renee Garrison for her effort and ambition and congratulate her on her award from the Gloucester County Chamber of Commerce.

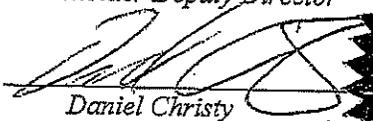
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Renee Garrison for being named Gloucester County Chamber of Commerce - Chamber Member of the Year, 2018.

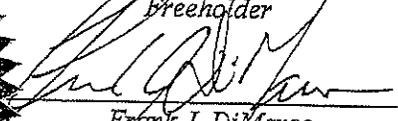
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.

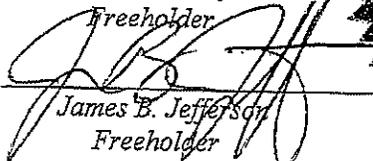

Robert M. Damming
Freeholder Director

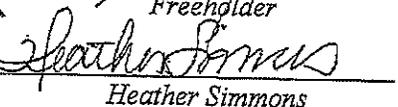

Giuseppe (Joe) Chila
Freeholder Deputy Director

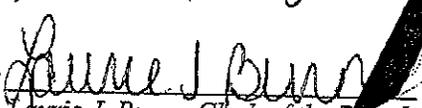

Lyman Barnes
Freeholder

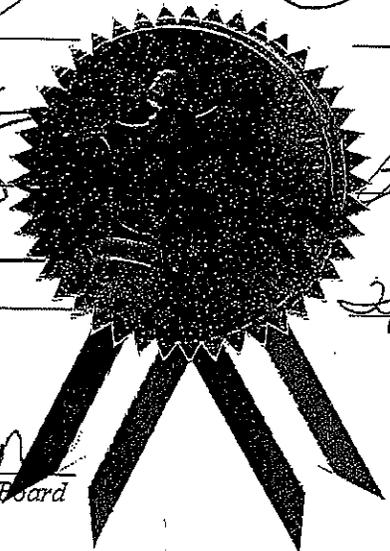

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~PROCLAIMING~
ENGINEER'S WEEK
IN THE
COUNTY OF GLOUCESTER
FEBRUARY 18-24, 2018

WHEREAS, Engineer's Week is dedicated to increasing the understanding and importance of engineering and the innovations that engineers bring to the world; and

WHEREAS, engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, facing the major technological challenges of our time, engineers rebuild towns devastated by natural disaster, clean up the environment, assure safe, clean sources of energy, and design information systems to support our population into the future; and

WHEREAS, Engineer's Week promotes recognition among parents, teachers and students of the importance of a highly technical education integrating math, science and technology and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and

WHEREAS, we will look forward to the important efforts of engineers to meet the challenges of the 21st century and improve the quality of life for people throughout Gloucester County.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim February 18th through February 24th, 2018 as Engineer's Week in Gloucester County.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of February, 2018.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

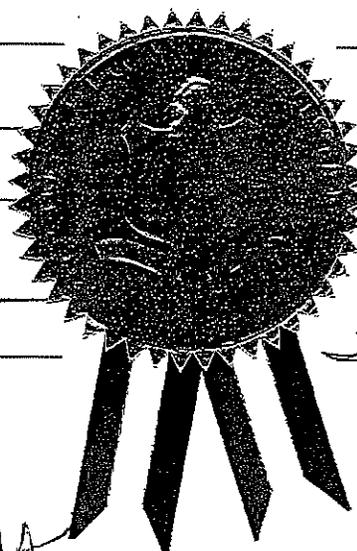
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:

Laurie J. Burns, Clerk of the Board

RESOLUTION EXTENDING THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2018 TO MARCH 20, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, the County of Gloucester originally entered into a Contract on March 21, 2016 with Wayman Fire Protection, Inc. of 403 Meco Drive, Wilmington, DE 19804 for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-16-012, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Contract for a one-year period from March 21, 2018 to March 20, 2019 in an amount not to exceed \$50,000.00; and

WHEREAS, this Contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and, continuation of this extension beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budgets; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Wayman Fire Protection, Inc. for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-16-012, for a one-year period from March 21, 2018 to March 20, 2019 in an amount not to exceed \$50,000.00, and that the County's Purchasing Agent is hereby directed to inform Wayman Fire Protection, Inc. of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

<p align="center">PD 016-012 Bid Opening 3/1/2016 10:00am</p>				
<p>SPECIFICATIONS AND PROPOSAL FORM FOR BURGLAR AND FIRE ALARM MAINTENANCE AND REPAIR FOR VARIOUS COUNTY OWNED BUILDINGS</p>				
	<p>VENDOR: Wayman Fire Protection, Inc. 403 Mecc Drive Wilmington, DE 19804 Magdalena Manofu, CFO 267-625-9158 302-994-5750 Fax</p>	<p>VENDOR: Anaconda Protective Concepts, Inc. 210 Executive Drive, Suite 6 Newark, DE 19702 Nancy Dumfee, President 302-834-1125 302-834-1159-fax dumfee13@comcast.net</p>		
ITEM	DESCRIPTION			
	<p>MAINTENANCE SERVICE FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)</p>		\$10,000.00	\$15,000.00
	<p>TEST AND CERTIFICATION FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)</p>		\$6,610.00	\$10,000.00
	ADDITIONAL WORK			
	HOURLY RATE		\$114.95	\$98.00
	OVERTIME RATE		\$174.95	\$150.00
	OVERTIME HOURS		4p.m. to 8 a.m.	4p.m. to 8 a.m.
	MARKUP ON PARTS		15%	20%
	OR		15%	
	MARKDOWN ON PARTS			
	RESPONSE TIME		2 hours	2 Hours
	VARIATIONS	<p>Smoke sensitivity testing and does not include failure from lightning electrical storm acts of God or malicious intent. Excludes all fire watches</p>	<p>Repairs required due to vandalism, misuse, or acts of God will be completed at the listed hourly rate.</p>	
	<p>This is a 2 year contract with one (1) two (2) year extension or two (2) one (1) year extensions.</p>		<p>BID IS REJECTED FOR: Prime subcontractor must be signed and notarized N.J.S.A. 40A:11-16</p>	
	<p>Will you extend your prices to local government entities within the County</p>		No	Yes
	<p>Bid specifications sent to:</p>	<p>FAST Fire and Security Technologies Simplex Grinnell Siemens Industries Fine Line Products Protection 1 Life Safety Security</p>	<p>General Fire Equipment Co., Inc. Prime Vendor, Inc. E.Republic City Fire Equipment Construction Journal</p>	
<p>Based upon the bids received, I recommend Wayman Fire Protection, Inc. be awarded the contract as the lowest responsive, responsible bidder.</p>				
			Sincerely,	
			Kimberly A. Larter	

**RESOLUTION EXTENDING THE CONTRACT WITH DREW & ROGERS, INC.
FROM MARCH 26, 2018 TO MARCH 25, 2020 IN AN AMOUNT NOT TO
EXCEED \$35,000.00 PER YEAR**

WHEREAS, the County of Gloucester originally entered into a Contract on March 26, 2016 with Drew & Rogers, Inc. of 30 Plymouth Street, Fairfield, NJ 07004 for the supply and delivery of advertising items for all using department in the County as per PD-16-007, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Contract for a two-year period from March 26, 2018 to March 25, 2020 in an amount not to exceed \$35,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and, continuation of this extension beyond December 31, 2018 is conditioned upon approval of the 2019 and 2020 Gloucester County Budgets; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Drew & Rogers, Inc. for the supply and delivery of advertising items for all using department in the County as per PD-16-007, for a two-year period from March 26, 2018 to March 25, 2020 in an amount not to exceed \$35,000.00 per year, and that the County's Purchasing Agent is hereby directed to inform Drew & Rogers, Inc. of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR GUIDANCE AS
TO PURCHASING, FISCAL AND FINANCIAL MATTERS**

WHEREAS, the Gloucester County Board of Chosen Freeholders recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs, and Gloucester County (hereinafter the "County") has personnel with expertise that could be effectively shared with other governmental entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and.

WHEREAS, the County and the Gloucester County Library Commission (hereinafter "GCLC") wish to enter into such Shared Services Agreement whereby the County will provide the GCLC with guidance and assistance related to purchasing, fiscal, and financial matters during the term of this Agreement, which shall be for a period of ten (10) years from January 1, 2018 to December 31, 2027; and

WHEREAS, the remuneration for said services will be determined by the County Treasurer contingent upon the services rendered by the County on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Shared Services Agreement with the Gloucester County Library Commission for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is substantially the same form as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY LIBRARY COMMISSION

**FOR THE PROVISION OF GUIDANCE AND ASSISTANCE RELATED TO
PURCHASING, FISCAL, AND FINANCIAL MATTERS**

Dated: January 1, 2018

Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Library Commission**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at One N. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County Library Commission ("Local Unit") is a commission formed pursuant to the laws of the State of New Jersey with offices at 389 Wolfert Station Road, Mullica Hill, New Jersey 08062;
3. The Local Unit requires purchasing, fiscal, and financial assistance and guidance;
4. County maintains a Treasurer's Office and Purchasing Department which have experience in purchasing, fiscal, and financial matters.
5. It is in the best interest of the County and the Local Unit to enter into a Shared Services Agreement whereby County will provide the assistance sought by the Local Unit;
6. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall utilize personnel from the County Treasurer's Office and the Purchasing Department to provide the Local Unit with guidance and assistance related to purchasing, fiscal, and financial matter.

B. PAYMENT FOR SERVICES.

Remuneration by the Local Unit for services rendered will be determined by the County Treasurer contingent upon the services rendered by the County on an annual basis.

C. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2027.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to Gloucester County: Office of County Counsel, 2 S. Broad Street, Woodbury, NJ 08096. As to Local Unit: 389 Wolfert Station Road, Mullica Hill, NJ 08062.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Local Unit and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

F. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

G. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

H. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this

Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

I. **EFFECTIVE DATE.** This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**GLOUCESTER COUNTY
LIBRARY COMMISSION**

**By:
Title:**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY AND THE
GLOUCESTER COUNTY LIBRARY COMMISSION FOR
VARIOUS LEVELS OF HUMAN RESOURCES SERVICES**

WHEREAS, the Gloucester County Board of Chosen Freeholders recognizes the benefit of sharing services among other governmental entities which presents an opportunity to increase efficiencies and reduce costs, and the County of Gloucester (hereinafter the "County") has personnel with expertise that could be effectively shared with other governmental entities; and

WHEREAS, the Gloucester County Utilities Authority (hereinafter "GCUA") and the Gloucester County Library Commission (hereinafter "GCLC") are corporations formed pursuant to the laws of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and

WHEREAS, the County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services; and

WHEREAS, the GCUA and the GCLC operate on a smaller scale, but are still required from time to time to seek and hire employees, and could be expected to experience economies of scale by agreeing that the County, through its Department of Human Resources, conduct the solicitation for prospective employees, conduct the employment process (including testing and screening) and make recommendations as to prospective employees; and

WHEREAS, the County and the GCUA and GCLC wish to enter into such Shared Services Agreement whereby the County will provide services related to employee screening, testing, interviewing and related services matters from January 1, 2018 to December 31, 2034.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Shared Services Agreement with the Gloucester County Utilities Authority and Gloucester County Library Commission for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is substantially the same form as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.

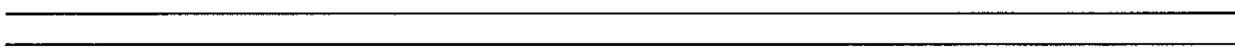


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**



SHARED SERVICES AGREEMENT

by and between the

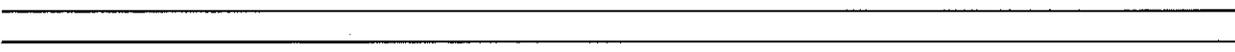
COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY UTILITIES AUTHORITY

FOR THE PROVISION OF CERTAIN HUMAN RESOURCES SERVICES

Dated: January 1, 2018



Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Utilities Authority**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County Utilities Authority ("Local Unit") is a corporation formed pursuant to the laws of the State of New Jersey with offices at Paradise Road, West Deptford, New Jersey;
3. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;
4. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;
6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;
7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall advertise the availability of employment and solicit candidates for employment for the Local Unit; interview candidates; test the candidates consistent with the nature of the job to be performed, which may in some cases include drug testing or physical capacity testing; and, otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;
2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;
3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

C. PAYMENT FOR TESTING AND SERVICES.

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

D. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

E. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Local Unit and the County.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

G. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

H. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

I. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
 3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
 4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- J. **EFFECTIVE DATE.** This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

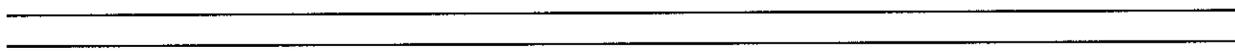
LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**GLOUCESTER COUNTY
UTILITIES AUTHORITY**

By:
Title:



SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY LIBRARY COMMISSION

FOR THE PROVISION OF CERTAIN HUMAN RESOURCES SERVICES

Dated: January 1, 2018



Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Library Commission**, (referred to as “Local Unit”) and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester (“County”) is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County Library Commission (“Local Unit”) is a commission formed pursuant to the laws of the State of New Jersey with offices at 389 Wolfert Station Road, Mullica Hill, New Jersey;
3. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;
4. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;
6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;
7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall advertise the availability of employment and solicit candidates for employment for the Local Unit; interview candidates; test the candidates consistent with the nature of the job to be performed, which may in some cases include drug testing or physical capacity testing; and, otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;
2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;
3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

C. PAYMENT FOR TESTING AND SERVICES.

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

D. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

E. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Local Unit and the County.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

G. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

H. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

I. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

J. EFFECTIVE DATE. This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**GLOUCESTER COUNTY
LIBRARY COMMISSION**

By:
Title:

RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR \$36,190.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, Gloucester County Office of Assessment has a need for updated digital aerial imaging software services known as and *ChangeFindr*, and licensure access to Pictometry Connect-CA-100 for custom access to Pictometry-hosted custom imagery libraries for use with imagery software known as *ChangeFindr*; and

WHEREAS, the Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, for a total contract amount of \$36,190.00, from January 1, 2018 to December 31, 2018; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$7,000.00 (the amount of the initial deposit pursuant to the contract), pursuant to C.A.F. #18-01438 which shall be charged against budget line item #6-01-20-151-001-20653; and

WHEREAS, the service related to this contract is for support, maintenance, and licensure of proprietary software necessary for the Office of Assessment and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract was awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

WHEREAS, continuation of the contract is contingent upon the adoption of the 2018 Gloucester County Budget, and the balance of the contract will be encumbered upon approval of the final 2018 Budget.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Pictometry International Corporation, for a total contract amount of \$36,190.00, from January 1, 2018 to December 31, 2018.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-5

3/7/18

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
GLOUCESTER COUNTY, NJ ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading "Section B: License Terms"; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<u>CUSTOMER NOTICE ADDRESS</u>	<u>PICTOMETRY NOTICE ADDRESS</u>
The Office of Assessment Clayton Complex, Building A 1200 N. DeLesse Dr. Clayton, NJ 08312	25 Methodist Hill Drive Rochester, NY 14623
Attn: Eric Campa, Counsel to office of Assessment	Attn: General Counsel
Phone: (856) 307-6425	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weafner, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
GLOUCESTER COUNTY, NJ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
Robert M. Damminger, Freeholder Director	NAME:
DATE:	TITLE:
	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
CS315649

SHIP TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A, Assessor's Office
Clayton, NJ 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

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CUSTOMER ID: 1117872
ISSUER: sbanner

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT PRICE	DISCOUNT PRICE %	AMOUNT
392	IMAGERY - COMMUNITY - 4-way (CS) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (BCW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00		\$29,400.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$6,550.00 2475.00
392	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$3,920.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person, round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		2,499.00
1	Media Drive Capacity 531G - Drive Model IT - EXIPOWER	External USB 2.0 / eSATA, Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
392	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$196.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
			TOTAL		\$36,104.00 36,196.00

Thank you for choosing Pictometry as your service provider.

Gloucester County, NJ - CS315649 2018-07-31

DD-0001-20160518

Amount per product = ((1 - Discount %) * Qty * List Price)

FEEs; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$6,762.75
Due at Initial Shipment of Imagery	\$13,819.25
Due at First Anniversary of Shipment of Imagery	\$20,662.00 15,608
Total Payments	\$41,164.00 36,190

PRODUCT PARAMETERS

IMAGERY

Product:
Elevation Source:
Leaf:

IMAGERY - COMMUNITY - 4-way (C5) (5m) - Per Sector
Customer Provided - On file
Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-abstract/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 100
Jeff Taylor
jtaylor@ca.pictometry.com
NJ Gloucester

Rapid Access—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge**—Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornadoes rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate**—Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services**—Use of Pictometry Connect Explorer™—Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are continuous with the license granted to you in the Delivered Content Terms.
- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

LICENSE TERMS

SECTION B

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS, RESTRICTIONS ON USE, OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life-critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry, and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.) above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing, or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given, on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Melrose Hill Drive, Rochester, New York 14625.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

- the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE
LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, unamenable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only, provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DEARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate II, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supercedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Picometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

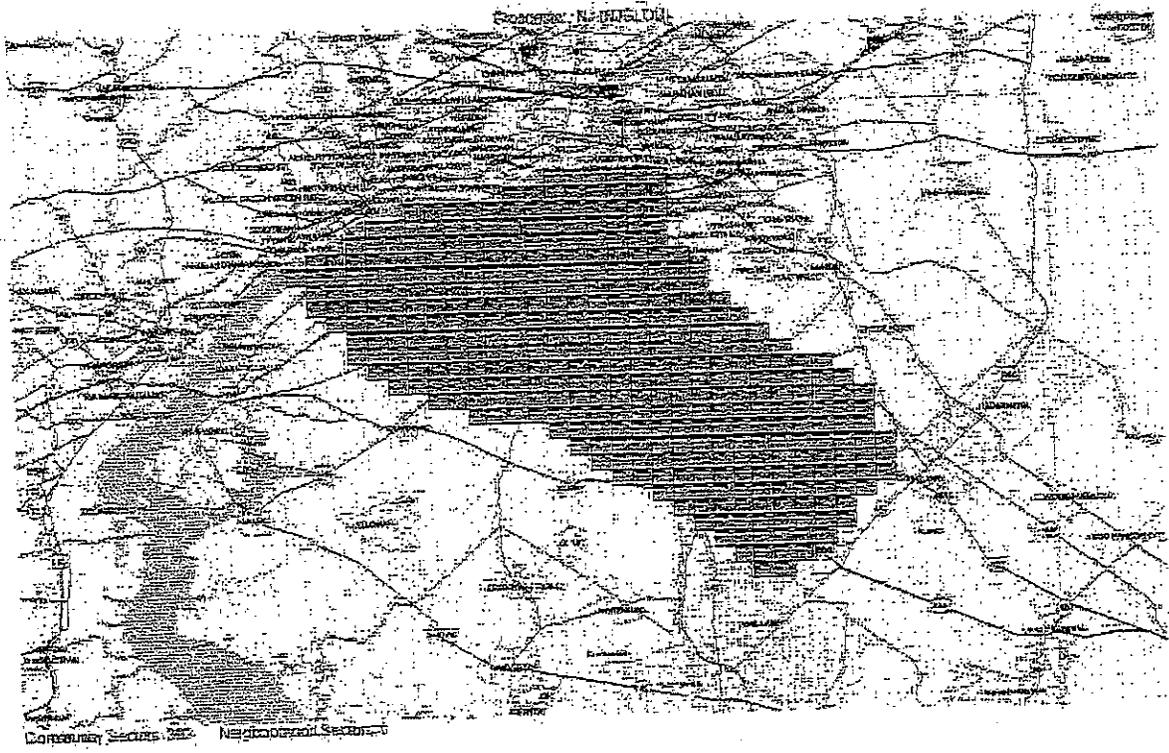
2. Applicable Law: Notwithstanding anything found elsewhere in this Agreement to the contrary, this Agreement shall be governed by and interpreted in accordance with the laws of the state of New Jersey, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of Gloucester County, NJ or, in the alternative, the Federal Courts located in the state of New Jersey shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Gloucester County, NJ.

3. The paragraph found under the heading "FEES; PAYMENT TERMS" in Section A to the Agreement is amended in its entirety as follows:
"All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within sixty (60) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."

4. Section 6.9 to the Pictometry Online Services General Terms and Conditions is deleted in its entirety.

END OF NON-STANDARD TERMS AND CONDITIONS

SECTOR MAP(S)



County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01438

ORDER DATE: 02/16/18
 REQUISITION NO: R8-01557
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

Pg

SHIP TO

GLOUC CO OFFICE OF ASSESSMENT
 1200 N DELSEA DR. BLDG A.
 CLAYTON, NJ 08312
 856-307-6445 CLAYTON COMPLEX

VENDOR #: PICT0010

VENDOR

PICTOMETRY INTERNATIONAL CORP
 25 METHODIST HILL ROAD
 ROCHESTER, NY 14623-4270

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	update digital aerial imaging software werves and licensure access to pictometry connect-ca-100 for custom access 1-1-18 12-31-18 balance of contract to be submitted upon approval of 2018 operating budget	8-01-20-151-001-20653 Data Processing Software	7,000.0000	7,000.00
			TOTAL	7,000.00

<p>CLAIMANT'S CERTIFICATION & DECLARATION</p> <p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>RECEIVER'S CERTIFICATION</p> <p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>APPROVAL TO PURCHASE</p> <p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Jacely K. Henderson</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>
---	--	--

VOUCHER COPY. SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER
COUNTY INSURANCE FUND COMMISSION**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has, by Ordinance finally adopted on October 7, 2009, created the Gloucester County Insurance Fund Commission; and

WHEREAS, by the terms of said Ordinance, the Insurance Fund Commission shall consist of three officials of the County who shall serve as Insurance Fund Commissioners; and

WHEREAS, pursuant to N.J.S.A. 40A:10-8, the Commissioners shall be appointed by the Board of Chosen Freeholders to serve consistent with the terms and provisions of the statute for a period of two (2) years or for the remainder of their term of office, whichever shall be less, and until their successors shall have been duly appointed and qualified; and

WHEREAS, there currently exists a vacancy on said Gloucester County Insurance Commission and the Board of Chosen Freeholders of the County of Gloucester desires to appoint an individual to fill said term.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. Timothy Sheehan shall be and is hereby appointed as Gloucester County Insurance Fund Commissioner to fill a vacancy from March 1, 2018 to October 6, 2019, and shall serve without compensation for his service.
2. While serving as Insurance Fund Commissioner, Timothy Sheehan shall be authorized, on the County's behalf to **(a)** execute insurance applications and surety bond applications and other insurance related documents; **(b)** authorize in-between payments to insurance and surety providers; and **(c)** authorize insurance/surety contracts and/or purchase orders that bind insurance/surety coverage as recommended by the County's Risk Manager.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**RESOLUTION APPOINTING A MEMBER TO THE
COUNTY EXCESS LIABILITY FUND**

WHEREAS, the County of Gloucester is a member of the Joint Insurance Fund (the "NJCEIF") along with the County of Camden; and

WHEREAS, the County determined that it was in the best interest of Gloucester County to join with other counties to create the JIF for the purpose of securing certain insurance coverages; and

WHEREAS, the County has been advised by its insurance consultant that the NJCEIF was approved to become operational by the NJ Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing creation and operation of the NJCEIF contain restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a fund; and

WHEREAS, pursuant to N.J.S.A. 40A:10-37 the County, upon the establishment of the NJCEIF, is obligated to appoint a NJCEIF Commissioner and may appoint an alternate NJCEIF Commissioner; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Timothy Sheehan is hereby appointed as the Gloucester County NJCEIF Commissioner to fill an unexpired term.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

B 1

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WOODBURY HEIGHTS

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, the Gloucester County EMS Exploratory Committee has examined regionalization as a viable option to improving Emergency Medical Services countywide and recommended such option to the municipalities of Gloucester County; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, the County of Gloucester has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the Borough of Woodbury Heights wishes to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and related lease, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services; and

WHEREAS, the regionalization of these services is being conducted to provide the highest level of basic life support emergency medical services; and

WHEREAS, a Shared Services Agreement and a Vehicle and Equipment Lease Agreement have been prepared and circulated to the participating municipality.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a Shared Services Agreement and a Vehicle and Equipment Lease Agreement with the Borough of Woodbury Heights in substantially the same form as attached to this resolution; and

BE IT FURTHER RESOLVED, the agreement and leases shall be for a period of ten years, commencing February 1, 2018 to January 31, 2028; and

BE IT FURTHER RESOLVED, that the Office of the Administrator and the Office of County Counsel are authorized to finalize the language of the documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

B-1

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF WOODBURY HEIGHTS

**FOR THE PROVISION OF BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES**

Dated: February 1, 2018

Prepared by: Thomas G. Campo,
County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2018, by and between the Borough of Woodbury Heights, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Borough of Woodbury Heights ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 500 Elm Avenue, Woodbury Heights, New Jersey 08097;
3. Municipality currently provides emergency medical services consisting of Basic Life Support (BLS) services and provides medical transport services in its municipality;
4. The County wishes to assist the Municipality in dealing with the very significant obligations related to the provision of such services and the significant costs incurred in providing such services;
5. Accordingly, the County has pursued a plan for the regionalization of the provision of such services in areas including the Municipality;
6. Municipality wishes to designate County as the provider of BLS emergency medical services within the Municipality;
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Municipality do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The project shall consist of the provision by the County of BLS emergency medical services within the Municipality.

B. DESCRIPTION OF SERVICES.

The County's services will therefore include, but not necessarily be limited to, the following:

1. Provision, on a 24 hour, 7 days a week basis, of BLS emergency medical services.
2. The BLS emergency medical services to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq.
3. For purposes of this Agreement, "BLS" shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as rescue/extrication services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
4. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, County is an independent contractor with the sole right to supervise, manage, control and direct the provision of BLS. Further, Municipality shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.
5. County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24 hour, 7 day a week basis.
6. If personnel and equipment are available, County shall provide standby emergency medical services at community events and activities within the Municipality upon fourteen (14) days written notice of such request to County by Municipality at no additional cost. For purpose of this paragraph only, notice shall be provided to the Chief of Gloucester County Emergency Medical Services (GCEMS).
7. It is the intention of the parties that County shall be responsible for providing BLS emergency medical services as defined in N.J.A.C. 8:40-1.1 et seq.; the Municipality shall not be responsible for providing such BLS emergency medical services. The parties acknowledge that County does not, by this Shared Services Agreement, assume any responsibility to provide any other services, such as police or fire or the like.

C. ESTIMATED COST; NO PAYMENT BY MUNICIPALITY.

The cost of the Project shall be, as far as may be determined at this time, approximately \$8,688,000.00 for the provision of all of County's BLS emergency medical services to all

participant municipalities involved in the regionalization of emergency medical services within the County. The cost of the project for ensuing years is anticipated to be equal to or greater than the cost for the initial year of the project. This estimate is recited as required by the Shared Services Agreement. The parties agree that County shall not be entitled to any payment by Municipality for the provision of these services.

D. PARTICIPATION AND COOPERATION BY MUNICIPALITY.

1. Pursuant to separate Lease Agreements entered into by and between County and Municipality, Municipality will lease to County for the sum of \$1.00 per year all ambulance vehicles and other equipment which it currently owns or will, if acceptable to County, sub-lease to County any such vehicles or equipment which Municipality owns. Maintenance of, insuring of and all other aspects of the operation of the equipment shall be as described in the Lease Agreements.
2. Municipality shall lease to County for \$1.00 per year any ambulance station and/or bays and offices/crew day rooms which it currently owns. Maintenance of, insuring of, and the like will be as described in the building leases made by and between the County and the Municipality. Municipality will make its best effort to encourage any municipal fire district, ambulance squad or other entity, which owns or controls such facilities to lease such facilities to the County on the same terms and provisions.
3. Municipality shall in all regards cooperate with County to any extent necessary to enable the County to submit and process grant applications for funding for the provision of emergency services. In the event that it is necessary, given the requirements of the particular grant program, for the application to be submitted by the Municipality, Municipality agrees that it will take all necessary steps to do so. In the event that such funding is available to the municipality, but not otherwise directly available to the County, then Municipality will take all steps necessary to apply for and where possible obtain such funding and after receipt of such funding and consistent with any applicable law, rule or regulation, pay the proceeds of such funding to the County.

E. THIRD PARTY BILLING.

The parties recognize that County shall be solely entitled to any revenue generated by third party billing, which billing shall be done by County or County's agent. No part of the revenue from such billing shall be paid to Municipality.

F. DURATION OF AGREEMENT.

This Agreement shall be for a period of ten years, commencing February 1, 2018 to January 31, 2028.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least 18 months prior to the designated termination date.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

H. INDEMNIFICATION.

- (1) The County shall indemnify and shall hold the Municipality, the members of its governing body and its officers, agents and employees harmless against, and County shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the Municipality, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement.
- (2) During the term of this Shared Services Agreement, Municipality shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and Municipality shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services retained by the Municipality and performed by its law enforcement, fire and/or public works personnel or the like in the course of providing necessary support to emergency medical services described in this agreement.
- (3) The County and Municipality agree that the County shall give an authorized Municipality representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Municipality shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

County and Municipality agree that they will at their own cost and expense promptly

comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

J. INSURANCE.

At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the County shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the Municipality as an additional insured.

Municipality shall maintain liability insurance, which will be considered secondary insurance, which will include general liability insurance, casualty, all-risk insurance.

K. REMEDIES.

1. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.
3. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing. Demand for mediation of any claim shall not be made until the earlier of the following:
 - (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
 - (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

4. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

5. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

7. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

L. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

M. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Freeholder, Municipal Council Person, Officer, and/or Agent of the Municipality or County, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

N. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Municipality and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Municipality and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- O. **EFFECTIVE DATE.** This Agreement shall be effective as of this _____ day of _____, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.
- P. **CONFIRMING STATEMENT.** This Agreement replaces and supersedes all previous agreements between Gloucester County and the municipality for the Provision of Basic Life Support and Emergency Medical Services.

ATTEST:

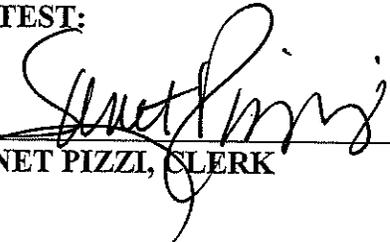
COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WOODBURY HEIGHTS



JANET PIZZI, CLERK



ROBBIE J. CONLEY, MAYOR

B-1

VEHICLE AND EQUIPMENT LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF WOODBURY HEIGHTS

**FOR THE PROVISION OF EMERGENCY MEDICAL
SERVICES VEHICLES AND EQUIPMENT**

Dated: February 1, 2018

Prepared by: Thomas G. Campo,
County Counsel

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VEHICLE AND EQUIPMENT LEASE AGREEMENT

THIS VEHICLE AND EQUIPMENT LEASE AGREEMENT ("Agreement"), is entered into this ___ day of _____, 2018, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and Borough of Woodbury Heights, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096;
2. The Borough of Woodbury Heights ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 500 Elm Avenue, Woodbury Heights, New Jersey 08097;
3. County and Municipality have entered into a Shared Services Agreement, ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support services;
4. Consistent with the terms of that Shared Services Agreement to provide emergency medical services consisting of basic life support services, the Municipality has agreed to lease to County certain ambulance and/or other emergency vehicles and the equipment set forth on the Schedule A attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Municipality do hereby agree as follows:

1. **LEASE VEHICLES AND EQUIPMENT.** Municipality agrees to lease to County, and County agrees to hire from Municipality, the vehicles and equipment specified in Schedule A attached hereto and made a part hereof, including the standard and any extra equipment installed on or used in connection with the operation of the vehicles.
2. **OWNERSHIP OF VEHICLES; AND EQUIPMENT; RESIDUAL VALUE.** Municipality is the owner of the vehicles and equipment. This is an agreement of lease only and may not be construed as a contract for the sale of vehicles. However, the parties agree that if, either during the term of this Lease or at the termination of this Lease, the County determines that the useful life of the vehicles and/or equipment have expired, then the County shall be entitled to the trade in or salvage value of the vehicles and/or equipment. The Municipality shall cooperate with County to transfer ownership of such vehicles and equipment at that time in order to enable the County to receive the trade in or salvage value.
3. **RENT.** As the total rent for the vehicles and equipment for the total term of the lease, County shall pay to the Municipality the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services Municipality is not obligated to pay any compensation.
4. **TERM.** The term of this Lease shall be for a period of 10 years commencing February 1, 2018 and concluding January 31, 2028.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if either party terminates the Shared Services Agreement, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the municipality, provided as set forth below, which notice shall be provided at least 18 months prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

5. **REPAIR AND MAINTENANCE.** County shall be responsible for all maintenance costs in connection with the vehicles and the equipment.

6. **INSURANCE.** County shall maintain vehicle liability insurance on all vehicles, and may in its discretion insure the equipment with regard to loss by theft or other insurable damage.

The parties agree that in the event of partial or complete destruction of the vehicles and/or equipment, then County shall be entitled to the proceeds of the insurance maintained on the vehicles and the equipment. The Municipality may, in its discretion, separately maintain insurance on the vehicles and the equipment. The proceeds of any such insurance claims for damage to the vehicles and/or equipment shall also be payable to the County.

The parties acknowledge that such proceeds may be necessary for the County to replace the vehicles and/or equipment.

7. **INDEMNITY.** County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by the Municipality's negligence or the negligence of Municipality's agents, servants or employees. The Municipality will maintain appropriate ownership liability insurance. The Municipality shall indemnify, save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees.

8. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

9. **NOTICES.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Municipality:

Robbie J. Conley, Mayor
Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, New Jersey 08097

With copy to Solicitor of Municipality:

Brian Lozuke, Esquire
Mattleman, Weinroth & Miller, P.C.
401 Rt. 70 E, Suite 100
Cherry Hill, New Jersey 08034

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

10. DISPUTE RESOLUTION.

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and the Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

11. **TOTAL AGREEMENT.** Applicable to Successors. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

12. **APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **SEVERABILITY.** If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

IN WITNESS HEREOF, Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

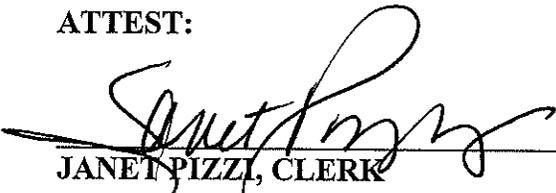
COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

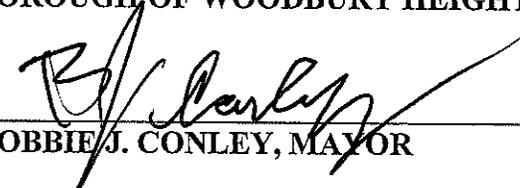
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WOODBURY HEIGHTS



JANET PIZZI, CLERK



ROBBIE J. CONLEY, MAYOR

**SCHEDULE A
TOWNSHIP OF WOODBURY HEIGHTS**

The following data has been developed from on-site "walk through" evaluations of property and asset's. Local EMS Supervisory personnel were present and provided information to the best of their knowledge. It should be noted that some of these items may fact be the property of the Volunteer organizations and may, or may not be transferred to the County.

<u>VIN #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Reg</u>
1FDXE45P16HA26044	2006	Ford		

C-1

**RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC.
FROM MARCH 13, 2018 TO MARCH 12, 2020 IN AN AMOUNT NOT TO
EXCEED \$600,000.00 PER YEAR**

WHEREAS, the County of Gloucester originally entered into a Contract on March 13, 2016 with South State, Inc., P.O. Box 68, Bridgeton, NJ 08302 for the furnishing of milling and profiling services for the Public Works Department as per PD-16-008, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Contract for a two-year period from March 13, 2018 to March 12, 2020 in an amount not to exceed \$600,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and, continuation of this extension beyond December 31, 2018 is conditioned upon approval of the 2019 and 2020 Gloucester County Budgets; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with South State, Inc. for the furnishing of milling and profiling services as per PD-016-008, for a two-year period from March 13, 2018 to March 12, 2020 in an amount not to exceed \$600,000.00 per year, and that the County's Purchasing Agent is hereby directed to inform South State, Inc. of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

5

<p align="center">PD 016-008 Bid Opening 2/24/2016 10:00am</p>			
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE FURNISHING OF MILLING AND PROFILING SERVICES</p>			
	<p>VENDOR: South State Inc. PO Box 68 Bridgeton, NJ 08302 C. J. Ottfinger Jr. - Pres. 856-451-5300 856-455-3461 Fax</p>	<p>VENDOR: Mount Construction Co., Inc. 427 South White Horse Pike Berlin, NJ 08009 Michael Mazzarella, VP of Business Development 856-768-8493 856-753-1453 Fax</p>	
ITEM DESCRIPTION	Unit Price	Unit Price	
<p>1 A. Milling an average depth of 2" at an average of 4000 square yards per day. B. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro. C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.</p>	\$2.49	\$2.65	
<p>2 A. Milling at variable depths at an average of 4000 square yards per day. B. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro. C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.</p>	\$2.49	\$3.20	
<p>3 A. Milling an average depth of 2" at an average of 4000 square yards per day. The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.</p>	\$1.44	\$2.15	
<p>4 A. Milling at variable depths at an average of 4000 square yards per day. The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.</p>	\$1.44	\$2.15	
Extend pricing to CoOp	YES	NO	
Variations: (if any)	NONE	NONE	
<p>This is a two year contract with the County having the option to extend for one (1) two (2) year contract or two (2) one (1) year contracts.</p>			
Bid specifications sent to:	American Asphalt Company ISQFT-USA Prime Vendor	GWP Enterprises, Inc. Construction Journal Northeast CMT LLC	
<p>Based upon the bids received, I recommend South State Inc. be awarded the contract as the lowest responsive, responsible bidder.</p>			
		Sincerely,	
		Kimberly Larter Purchasing	

**RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND
FEDERICI AND AKIN, P.A., FROM MARCH 8, 2018 TO MARCH 7, 2019 IN AN
AMOUNT NOT TO EXCEED \$150,000.00 PER CONTRACT**

Σ-1

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for engineering/surveying services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, these contract(s) may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received; and

WHEREAS, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Bach Associates, 304 White Horse Pike, Haddon Heights, NJ, 08035,
- Federici and Akin, P.A., 307 Greentree Road, Sewell, NJ, 08080; and

WHEREAS, each said contract for engineering/survey services would be for estimated services, in an amount not to exceed \$150,000.00, as per RFP# 18-015; and

WHEREAS, each said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. That a contract(s) for engineering/survey services for land and/or development rights acquisitions by the County be awarded to: BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., for a period of one (1) year from March 8, 2018 to March 7, 2019, and each in an amount not to exceed \$150,000.00, as needed; and,
2. That the Director of the Board is authorized to execute and the Clerk of the Board to attest to the contracts for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2018, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

Σ-1

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BACH ASSOCIATES**

THIS CONTRACT is made this 8th day of **March, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BACH ASSOCIATES**, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM OF SERVICES**. The term of services authorized under this agreement shall be for one (1) year from March 8, 2018 to March 7, 2019, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 6, 2018 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 18-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$150,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 18-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 18-015.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor's or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. **PARTIAL INVALIDITY.** In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey *or the United States District Court, District of New Jersey, Camden, New Jersey.* This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

18. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

19. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 18-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 18-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 18-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of March, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BACH ASSOCIATES

STEVEN M. BACH, PRESIDENT
BACH ASSOCIATES

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-18-015 - Engineering / Surveying – Land Preservation – Bach Associates

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. <u>Technical Proposal contains all required information</u> All required documentation submitted. <u>5</u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. Staff has recent experience with local Farm/Open Space projects.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. Extensive similar Farmland/Open Space projects listed.	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Cost is inclusive of all required items.	24
E. <u>Reasonableness of Cost Proposal</u> <u>20</u> points. Tied for lowest respondent.	20
TOTALS	97

CONTRACT CHECK LIST

Survey / Engineer -
Land Preservation
18-015

FORM

N/A

Agenda Request Should be brief, stating the facts which include the parties involved, term of contract & extensions and the dollar amount of contract. **This information will also be used for the Resolution Heading.** If the contract is for the purchase of an item, briefly state what is being purchased.

Resolution Heading Should match the Agenda Request. Keep brief stating the facts.

Resolution Body Detailed information can be added to the Resolution body, for example the vendors address, description of item being purchased or service being provided, term of the contract (dates) and extension options, contract dollar amount, and reference number such as RFP number or Bid number. Make sure the contract term, extension options, and dollar amount of contract match the agenda request and contract, as well as the resolution. (Refer to the Bid specification, Bid Summary or RFP)

Blurb As much detailed information as possible and state a reason why an item is being purchased or why a service is needed.

Contract Use the proper form of Contract.
Form A – Over \$17,500 used for RFP (Professional Service)
Form A – Over \$17,500 used for Bids
Form B – Over \$17,500 used for items or services not awarded through a bid or RFP usually for Proprietary items or services (Disclosure Forms required)
Form C – Under \$17,500 Does not have to pass by Resolution and is signed by the Purchasing Department
Shared Service Agreement
Memorandums of Understanding
Amendments – usually one page

NOTE: When Legal sends you revised contracts/resolutions or other revised documents, SAVE FOR FUTURE USE SO YOU ARE USING THE MOST UPDATED CONTRACT

Bid Summary Needed by the Legal Department for vendor information and to verify the term and dollar amount of the contract

RFP Cover Sheet & Proposal /rate sheet Needed by the Legal Department for vendor information Used as a reference to verify compensation

Disclosure Statements Needed for contracts not awarded by Bid or RFP

Requisition/CAF These two (2) forms should be sent together to the Purchasing Dept. Please state the Freeholder Meeting Date on the bottom right hand corner of the CAF Form

Retrieving Contracts from the Intra-net All departments are responsible for retrieving their fully executed contracts from the Intra-net. They are scanned and filed in a folder under the date they passed by resolution

NOTE: Please keep proposal/rate sheets and/or Bid Summaries with your contract file to verify rate information when processing requisitions

DEPARTMENT HEAD SIGNATURE 

DATE 2 / 13 / 18



BACH
Associates

Engineers

Architects

Planners

Surveyors

Environmental
Scientists

Construction
Management

304 White Horse Pike
Haddon Heights, NJ 08035
Tel: 856 546 8611
Fax: 856 546 8612

Steven M. Bach, PE, RA, PP, CME
President

Mark R. Basehore Jr., PE, CME
Vice President – Engineering

Dirk Muits III, AIA, NCARB
Vice President – Architecture

**Request for Proposal for
ENGINEERING / SURVEYING SERVICES FOR
LAND AND/OR DEVELOPMENT RIGHT
ACQUISITIONS FOR THE GLOUCESTER
COUNTY OFFICE OF LAND PRESERVATION
AND/OR OTHER UNSPECIFIED COUNTY
PROJECTS**

RFP #18-015

Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

February 6, 2018

E. Professional Fees



COST PROPOSAL

- Total Vendor's fee for one (1) engineering/survey report for one (1) property with a size of 50 acres:

\$ 8,000 (vendor's price).

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FEDERICI & AKIN, P.A.**

THIS CONTRACT is made this 8th day of **March, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FEDERICI AND AKIN, P.A.**, with offices at 307 Greentree Road, Sewell, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement shall be for one (1) year from March 8, 2018 to March 7, 2019, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated January 31, 2018 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 18-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$150,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 18-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 18-015.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor's or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. **PARTIAL INVALIDITY.** In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey *or the United States District Court, District of New Jersey, Camden, New Jersey.* This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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18. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

19. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 18-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 18-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 18-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of March, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

FEDERICI AND AKIN, P.A.

JOSEPH P. FEDERICI, PRESIDENT
FEDERICI AND AKIN, P.A.

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-18-015 Engineer / Survey – Land Preservation – Federici & Akin

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. <u>Technical Proposal contains all required information</u> All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u> 25 </u> points. Staff has recent experience with local Farm/Open Space projects.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points. Extensive similar Farmland/Open Space projects listed.	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points. Cost is inclusive of all required items.	24
E. <u>Reasonableness of Cost Proposal</u> <u> 20 </u> points. Tied for lowest respondent.	20
TOTALS	97



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

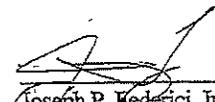
Qualifications Statement

Qualifications for Professional Services

Gloucester County, New Jersey

**ENGINEERING/SURVEYING SERVICES FOR
LAND AND/OR DEVELOPMENT RIGHT
ACQUISITIONS FOR THE GLOUCESTER
COUNTY OFFICE OF LAND PRESERVATION,
AND/OR OTHER UNSPECIFIED COUNTY
PROJECTS: RFP-18- 015**

Prepared By:



Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road
Sewell, NJ 08080
(856) 589-1400

Jan 31, 2018



Exhibit H

2018 Fee Schedule

Note:

Attorney meetings will be billed at the hourly rate indicated for 'court appearances.'

Site visits will be billed at the hourly rate of the specific personnel and not include any expenses for postage, telephone and travel.

Expenses for travel, postage, and telephone are hereby excluded from the hourly rates.

Meetings will be billed at the hourly rate of the specific personnel

An approximate total vendor's fee for 1 engineering/survey report

for 1 property with a size of 50 acres:

\$ 8,000.00

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS
EASEMENT FOR FARM PROPERTY OWNED BY VERNA MULVENNA, BENNY
GRASSO AND JEANETTE GIORDANO FOR \$215,565.00**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, Verna Mulvenna, Benny Grasso and Jeanette Giordano, having presented themselves as the owners of the land and premises located in the Township of Logan (hereinafter "Logan"), and known as Block 1003, Lot 3, on the Official Tax Map of the Township of Logan (hereinafter collectively the "Property"), which consists of approximately 24.636 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Verna Mulvenna, Benny Grasso and Jeanette Giordano, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$215,565.00, which is the total purchase price for same; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$215,565.00, pursuant to CAF# 18-01521, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by Verna Mulvenna, Benny Grasso and Jeanette Giordano, known as Block 1003, Lot 3, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of \$215,565.00;
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Verna Mulvenna, Benny Grasso and Jeanette Giordano, in regard to the County's purchase of development easements in the farm premises known as Block 1003, Lot 3, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed;
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, be, and the same hereby is authorized to attest to the any other documents necessary to complete this transaction;

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

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CONTRACT TO SELL DEVELOPMENT EASEMENT

VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO,
having an address of 118 Coontown Rd, Logan Township,
NJ, 08085 (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices
at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: Lot 3, Block 1003, in the Township of Logan, County of
Gloucester, and State of New Jersey (hereinafter
collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 8,750.00 ASSUMED ACREAGE: Approximately
24.636 acres

ESTIMATED GROSS SALES PRICE: \$215,565.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: NONE

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisers -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
-

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. **NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. **SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. **PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. **SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

All property owners must sign:

BY: _____
VERNA MULVENNA

Date

BY: _____
BENNY GRASSO

Date

BY: _____
JEANETTE GIORDANO

Date

CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
VERNA MULVENNA

Date

BY: _____
BENNY GRASSO

Date

BY: _____
JEANETTE GIORDANO

Date



BACH Associ
ENGINEERS - ARCHITECTS -

304 White Horse P
Haddon Heights, New Jer

Tel: 856-546-861

Fax: 856-546-861

www.BachDesignGrou

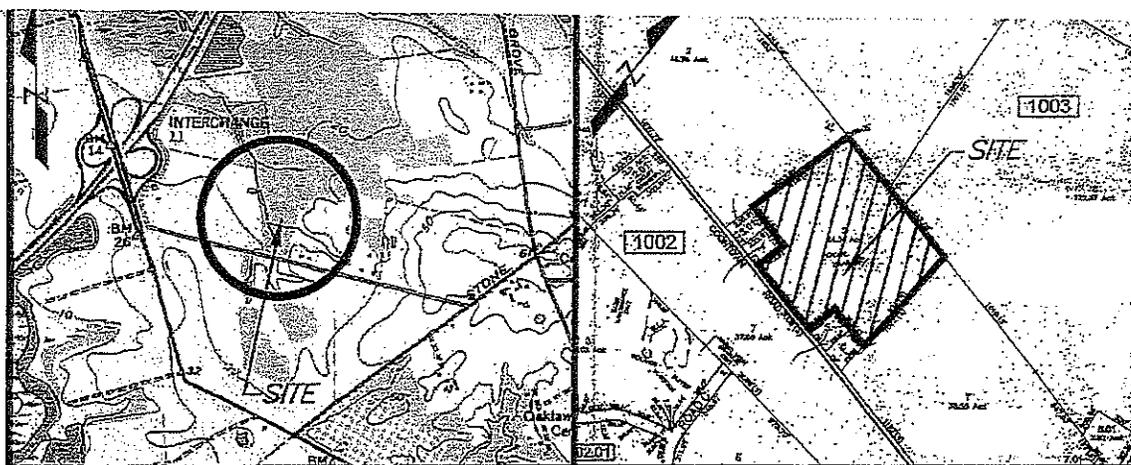
SEALS:

ANTHONY F. DIROSA
N.J. PROFESSIONAL ENGINEER & LAND SURVEYOR

ALL DIMENSIONS MUST BE
CONTRACTOR AND OWNER MUST
OF ANY DISCREPANCIES BEFORE
WITH THE WORK.

PROJECT:

**SURVEY OF
FARMLAND PRESERVATION EASEMENT
LANDS OF MULVENNA, VERNA & ETALS
BLOCK 1003, LOT 3**



BRIDGEPORT QUAD
1"=2000'

TAX MAP
N.T.S.

LEGEND OF ACQUISITION

PURPORTED OWNER: MULVENNA, VERNA & ETALS
STREET ADDRESS: 118 COONTOWN ROAD
SWEDESBORO, N.J. 08085

PROJECT NAME _____ ADMIN. AUTH. NO. _____
SURVEY REFERENCE NO. _____

BLOCK 1003 LOT 3 INTEREST _____
MUNICIPALITY TOWNSHIP OF LOGAN COUNTY GLOUGESTER

TOTAL ACRES 24.750

SUBJECT TO:
ACRES IN ROAD N/A ACRES OF NJ CLAIM N/A ACRES OF OVERLAP N/A
ACRES WATER N/A ACRES CLOUDED N/A
ACRES OF NON-SEVERABLE EXCEPTION N/A

AREA SUMMARY

TOTAL EASEMENT AREA TO CENTERLINE	<u>24.971</u>	ACRES
TOTAL EASEMENT AREA TO EXISTING R.O.W.	<u>24.750</u>	ACRES
TOTAL AREA IN FUTURE R.O.W. DEDICATION	<u>0.114</u>	ACRES
TOTAL AREA IN NON-SEVERABLE EXCEPTION	<u>N/A</u>	ACRES
TOTAL EASEMENT AREA TO BE OBTAINED	<u>24.636</u>	ACRES
TOTAL AREA NJ CLAIM	<u>N/A</u>	ACRES
TOTAL AREA OVERLAP	<u>N/A</u>	ACRES
TOTAL AREA UNDER WATER (OUTSIDE NJ CLAIM)	<u>N/A</u>	ACRES
TOTAL AREA CLOUDED TITLE	<u>N/A</u>	ACRES

BLOCK 1003, LOT 7
LANDS N/F
MACCARONE, SAMUEL
DB 2830, PAGE 133

*final
surveyed
acres*

THE HANSON ORGANIZATION

245 Crystal Lake Avenue, Audubon, NJ 08106-1213
(609) 457-7297

MARK J. HANSON, MAI, AI-GRS, SRA, Esq
MAI, AI-GRS, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us

September 11, 2017

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of the Jeanette Giordano Farm
Block 1003 Lot 3, Logan Township, Gloucester County, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Jeanette Giordano Farm located at 118 Coontown Road, Logan Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on August 15, 2017.

This report is intended for use only by Gloucester County for farmland preservation use. This report is not intended for any other use.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the 2017 SADC Appraisal Handbook Regulations.

The property rights appraised are the surface rights. There are improvements on site (single family dwelling) that was considered in the value conclusion. There is no irrigation water rights, permanent plantings, marketable standing timber or irrigation equipment considered in this appraisal.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Jeanette Giordano Farm, as described herein, as of August 15, 2017, was as follows:

	<u>2017</u>	<u>2017</u>
	<u>Value Per Acre</u>	<u>Total Value</u>
<u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u>	\$12,000	\$288,000
<u>RESTRICTED MARKET VALUE AFTER EASEMENT</u>	\$3,000	\$72,000
<u>VALUE OF DEVELOPMENT EASEMENT</u>	\$9,000	\$216,000

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION

Mark Hanson

Mark J. Hanson, MAI, AI-GRS, SRA, SCGRE - #42RG00012000

Enclosure: appraisal report

Robert W. Frankenfield Associates

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

July 24, 2017

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County, Building A
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: **Appraisal Report of Mulvenna/Grasso/Giordano Property**
118 Coontown Road, Block 1003, Lot 3
Logan Township, Gloucester County, NJ

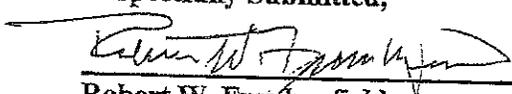
Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of July 2, 2017, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$12,000.	\$300,000.
Estimate of Property Value, After:	\$ 3,500.	\$ 87,500
Estimate of Development Easement Value:	\$ 8,500.	\$212,500.

Respectfully Submitted,


Robert W. Frankenfield
SCGREA 42RG00061300

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01521

ORDER DATE: 02/22/18
REQUISITION NO: R8-01639
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

S H I P T O
GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

V E N D O R
TITLE AMERICA AGENCY CORP
185 WEST WHITE HORSE PIKE
BERLIN, NJ 08009
VENDOR #: TITLE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	THIS IS A CAF Resolution authorizing the acquisition of a Development Right Easement and signing of an Agreement of Sale and other documents necessary for the closing on the farm property of Verna Mulvenna, Benny Grasso and Jeanette Giordano, Block 1003, Lot 3, consisting of 24.636 acres in the Township of Logan valued at \$8,750.00 per acre for a total price of \$215,565.00 for the Farmland Preservation Program.	T-03-08-509-372-20548 Farmland Preservation	215,565.0000	215,565.00
			TOTAL	215,565.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Jacey N. Hurdore

TREASURER / CFO
[Signature]

PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

F-1

RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC. FROM MARCH 7, 2018 TO MARCH 6, 2020, FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR; PER VENDOR

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies for use at any of its buildings or sites; and

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of such electrical parts and supplies, as set forth in PD-18-001; which bids were publicly received and opened on January 4, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Cooper Electric Supply Co., Inc., 3477 Route 9 North, Freehold, NJ 07728, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 1, 2, 14, 20, 21, 23, 35, 36, 37, 38, 42, 43, 45, 49, 50, 51, 55, 57, 59, 61, 64, 67, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 81, 87, 88, 89, 96, 97, 98, 101, 103, 105, 106, 107, 118, 119, 120, 121, 124, 125, 133, 134, 135, 136, 138, 139, 140, 141, 142, 143, 144, 145, 146, 150, 153, 156, 159, 166, 167, 168, 169, 170, 172, 173, 174, 180, 181, and 131 for year one (1) only; and for line items 91, 93, 104 and 137 for year two (2) only, under PD-18-001, in a Contract amount not to exceed \$40,000.00 per year for the term of the Contract; and

WHEREAS, after following proper public bidding procedure, it was determined that Billows Electric Supply, Inc., 506 White Horse Pike, Haddon Heights, NJ 08035, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 3, 5, 17, 41, 47, 52, 53, 54, 56, 60, 62, 63, 65, 66, 68, 76, 80, 83, 84, 85, 92, 93, 94, 95, 102, 108, 115, 116, 117, 123, 132, 152, 154, 155, 157, 158, 161, 165, 171, 175, 176, 177, 179, 182, and 91, 93, 104 and 137 for year one (1) only; and for line item 131 for year two (2) only, under PD-18-001, in a Contract amount not to exceed \$40,000.00 per year for the term of the Contract; and

WHEREAS, each Contract shall be for the purchase of estimated quantities of products, in an amount not to exceed \$40,000.00 per year. As such, these Contracts are open-ended, and do not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contracts beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the execution of Contracts with Cooper Electric Supply Co., Inc. and Billows Electric Supply, Inc., for the supply and delivery of various electrical parts and supplies, per bid specifications PD-18-001, in an amount not to exceed \$40,000.00 per vendor from March 7, 2018 to March 6, 2020; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

5-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
COOPER ELECTRIC SUPPLY CO., INC.**

THIS CONTRACT is made effective the 7th day of March, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **COOPER ELECTRIC SUPPLY CO., INC.**, with offices at 3477 Route 9 North, Freehold, New Jersey 07728, hereinafter referred to as "**Vendor**."

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD-18-001; and

WHEREAS, Vendor represents that it is qualified to supply and deliver said parts and supplies and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **CONTRACT TERMS.** This Contract shall be effective for a two (2) year period from March 7, 2018 to March 6, 2020.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-18-001, in an amount not to exceed \$40,000.00 per year, for certain parts and supplies specified as line item numbers 1, 2, 14, 20, 21, 23, 35, 36, 37, 38, 42, 43, 45, 49, 50, 51, 55, 57, 59, 61, 64, 67, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 81, 87, 88, 89, 96, 97, 98, 101, 103, 105, 106, 107, 118, 119, 120, 121, 124, 125, 133, 134, 135, 136, 138, 139, 140, 141, 142, 143, 144, 145, 146, 150, 153, 156, 159, 166, 167, 168, 169, 170, 172, 173, 174, 180, 181, and 131 for year one (1) only; and for line items 91, 93, 104 and 137 for year two (2) only, consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the

invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD-18-001, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented

from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-18-001, which is specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

6. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this

Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession which is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect.

Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that

period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the services which Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.

17. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior written approval of the County.

18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-18-001, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the

specifications shall prevail.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

THIS CONTRACT is dated this 7th day of March, 2018.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

COOPER ELECTRIC SUPPLY CO., INC.

JAMES WALSH, V.P.

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
BILLOWS ELECTRIC SUPPLY, INC.**

THIS CONTRACT is made effective the 7th day of March, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BILLOWS ELECTRIC SUPPLY, INC.**, with offices at 506 White Horse Pike, Haddon Heights, New Jersey 08035, hereinafter referred to as "**Vendor**."

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD-18-001; and

WHEREAS, Vendor represents that it is qualified to supply and deliver said parts and supplies and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. CONTRACT TERMS. This Contract shall be effective for a two (2) year period from March 7, 2018 to March 6, 2020.

2. COMPENSATION. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-18-001, in an amount not to exceed \$40,000.00 per year, for certain electrical parts and supplies specified as line item numbers 3, 5, 17, 41, 47, 52, 53, 54, 56, 60, 62, 63, 65, 66, 68, 76, 80, 83, 84, 85, 92, 93, 94, 95, 102, 108, 115, 116, 117, 123, 132, 152, 154, 155, 157, 158, 161, 165, 171, 175, 176, 177, 179, 182, and 91, 93, 104 and 137 for year one (1) only; and for line item 131 for year two (2) only, consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the

invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the specifications identified as PD-18-001, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

Vendor or subcontractor, if applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented

from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **TERMINATION**. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-18-001, which is specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

6. **LICENSING AND PERMITTING**. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this

Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession which is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates and policy shall be necessary prior to this Contract taking effect.

Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that

period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the services which Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor, and is not an agent of the County.

17. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior written approval of the County.

18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-18-001, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the

specifications shall prevail.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

THIS CONTRACT is dated this 7th day of March, 2018.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

BILLOWS ELECTRIC SUPPLY, INC.

MICHAEL CUCINOTTA, V.P.

Bid Opening 01/04/2018 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE DELIVERY OF ELECTRICAL PARTS AND SUPPLIES FOR THE COUNTY OF GLOUCESTER, AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP

ITEM	DESCRIPTION	Winning Bid		Unit	Vendor 1		Vendor 2		Unit	Vendor 3		Unit	Notes	
		Year 1	Year 2		Year 1	Year 2	Year 1	Year 2		Year 1	Year 2			
					VENDOR: Billows Electric Supply, Inc. 506 White Horse Pike Haddon Heights, NJ 08035 (856) 546-7700 ext. 304 (856) 547-2149 Fax Michael Cuchnotta, VP of Sales						VENDOR: Cooper Electric Supply Co., Inc. 3477 Route 9 North Freehold, NJ 07728 (732) 984-9846 (732) 308-4606 Fax James Walsh, V.P. of Operations			
3	BALLAST - FOR 2F40 TUBES 446-1-SLH-TC-P	Billows	Billows	ea	\$ 11.03	\$ 11.61			ea	\$ 11.79	\$ 12.15			
5	BALLAST-L 48 ROBERT, TRANS. FOR 1-4 6 OR 8 WATT LAMP, 120 VOLT	Billows	Billows	ea	\$ 26.00	\$ 27.37				N/Q	N/Q			
17	BALLAST - 3 or 2 LAMP F32T8 120/277 N.87 BF GE332MAX-G-N-DIYB or equal	Billows	Billows	ea	\$ 9.80	\$ 10.32			ea	\$ 10.08	\$ 10.40			
41	BALLAST - OSRAM QT4X32/120IS FOR 4 4" TUBE BALLAST	Billows	Billows	ea	\$ 11.02	\$ 11.60			ea	\$ 11.09	\$ 11.43			
47	BALLAST ADVANCED 71A54A3 - MILL. LIGHTS	Billows	Billows	ea	\$ 51.45	\$ 54.16			ea	\$ 195.70	\$ 201.75			
52	BALLAST ADVANCE F2 S 13 HI1 DK	Billows	Billows	ea	\$ 21.37	\$ 22.50				N/Q	N/Q			
53	CABLE CONNECTOR 3/8" MC	Billows	Billows	EA	\$ 0.29	\$ 0.31			ea	\$ 0.42	\$ 0.44			
54	CONNECTORS - 1/2" EMT OMPRESSION TYPE	Billows	Billows	EA	\$ 0.25	\$ 0.26			ea	\$ 0.25	\$ 0.27			
56	CONNECTORS - 1/2" STRAIGHT SEAL TIGHT	Billows	Billows	EA	\$ 0.90	\$ 0.95			ea	\$ 2.40	\$ 2.47			
60	CONNECTOR 3/4" LIQ. TIGHT, STRAIGHT # 3403	Billows	Billows	EA	\$ 1.43	\$ 1.50			ca	\$ 2.30	\$ 2.37			
62	PLATES - 2 GANG DUPLEX REC. IVORY, STEEL	Billows	Billows	EA	\$ 0.87	\$ 0.91			ca	\$ 1.75	\$ 1.80			
63	COVER - OCTAGON BLANK	Billows	Billows	EA	\$ 0.32	\$ 0.33			ca	\$ 0.33	\$ 0.35			
65	COUPLING - 1/2" HEAVY WALL THREADED	Billows	Billows	EA	\$ 0.75	\$ 0.79			ca	\$ 0.77	\$ 0.80			
66	PLATE - 1900 SINGLE RECEPT. IVORY	Billows	Billows	EA	\$ 0.89	\$ 0.94			ca	\$ 1.56	\$ 1.61			
68	PLATES - 1900 DUPLEX, SINGLE DUPLEX RECEPTACLE, IVORY	Billows	Billows	EA	\$ 0.50	\$ 0.53				N/Q	N/Q			
76	DUCT SEAL - ELECT. PUTTY, 5 LB BLOCKS	Billows	Billows	EA	\$ 0.89	\$ 0.94			ca	\$ 1.58	\$ 1.63			
80	CONDUIT - FLEX 3/4" SEAL TIGHT	Billows	Billows	ea	\$ 8.34	\$ 8.78			ca	\$ 8.40	\$ 8.66			
83	CONDUIT - FLEX 1"	Billows	Billows	FT	\$ 0.69	\$ 0.73			FT	\$ 1.12	\$ 1.15			
84	LIGHT & EXIT COMBO UX2EW/WLEDZM LIGHT-A-LARM	Billows	Billows	FT	\$ 1.01	\$ 1.06			FT	\$ 1.98	\$ 2.04			
85	PIPE EMT 1/2"	Billows	Cooper	ea	\$ 48.68	\$ 51.25			ea	\$ 95.51	\$ 98.50			
91	PIPE EMT 3/4"	Billows	Cooper	ea	\$ 0.26	\$ 0.32			Lot	\$ 0.27	\$ 0.28	\$ 2.70 PC	\$ 2.78 PC	
92	STRAPS - 1" FOR 1" EMT PIPE	Billows	Cooper	ea	\$ 3.94	\$ 4.15			Box	\$ 5.00	\$ 5.15			
93	STRAPS - 1" FOR 1" EMT PIPE	Billows	Cooper	ea	\$ 0.45	\$ 0.57			Lot	\$ 0.47	\$ 0.49	\$ 4.70 PC	\$ 4.85 PC	
94	STRAPS - 3/4" EMT THIN WALL	Billows	Billows	ea	\$ 11.28	\$ 11.88			Box	\$ 12.00	\$ 12.50			
95	PLUG - FEMALE 15 AMP, BRYANT 5269-N	Billows	Billows	ea	\$ 6.45	\$ 6.79			Box	\$ 7.00	\$ 7.22			
102	RECEPTACLE - GFI DUPLEX 20 AMP, IVORY	Billows	Cooper	ea	\$ 5.35	\$ 5.63			ea	\$ 6.59	\$ 6.80			
104	RECEPTACLE - GFI DUPLEX 20 AMP, IVORY	Billows	Cooper	ea	\$ 10.92	\$ 11.50			ea	\$ 10.98	\$ 11.32			
108	SCREWS - 3/8 GROUNDING	Billows	Billows	EA	\$ 0.05	\$ 0.05			Box	\$ 4.00	\$ 4.12			
115	SWITCH - 1 POLE 20 AMP, IVORY	Billows	Billows	ea	\$ 1.69	\$ 1.78			ea	\$ 1.97	\$ 2.03			
116	SWITCH - 3 WAY 20 AMP, IVORY	Billows	Billows	ea	\$ 2.13	\$ 2.25			ea	\$ 2.51	\$ 2.59			
117	SWITCH - 2 POLE 20 AMP, TOGGLE IVORY	Billows	Billows	ea	\$ 4.15	\$ 4.37			ca	\$ 6.16	\$ 6.35			
123	WIRE NUTS - BLUE FOR # 8 WIRE	Billows	Billows	EA	\$ 0.4189	\$ 0.4410			EA	\$ 0.0530	\$ 0.0546	500 per bag		
132	WIREMOLD - RACEWAY, 500 SERIES, IVORY	Billows	Cooper	EA	\$ 0.9059	\$ 0.9536			PC	\$ 8.50	\$ 8.75			
137	WIRE - 12/2 ROMEX	Billows	Cooper	EA	\$ 0.3035	\$ 0.3794			EA	\$ 0.3160	\$ 0.3258	250 ft coil		

152	BATTERY 6 volts 12.0Ah PC6120 (PowerCell Only No Subs)	Billows	Billows	ea	\$	14.50	\$	15.26	ea	\$	18.75	\$	19.33					
154	BALLAST KIT UNMM 250 ML5AC3M 500K	Billows	Billows	ea	\$	44.50	\$	46.85	ea	\$	N/Q	\$	N/Q					
155	BALLAST KIT 400w MH Quad Tap	Billows	Billows	ea	\$	44.50	\$	46.85	ea	\$	48.08	\$	49.57					
157	CONNECTOR 3/4" Liquid Tight Straight 3403	Billows	Billows	EA	\$	1.52	\$	1.60	ea	\$	2.16	\$	2.22					
158	COVER 2 GANG 1900 Box	Billows	Billows	EA	\$	0.33	\$	0.35	ea	\$	0.37	\$	0.39					
161	CONDUIT LIQUID TIGHT FLEXIBLE 1/2"	Billows	Billows	FT	\$	0.57	\$	0.60	ft	\$	0.78	\$	0.80					
165	EXIT SIGN LED 120/277V ORBIT ESBL-W-R Or Equal	Billows	Billows	ea	\$	18.00	\$	18.95		\$	N/Q	\$	N/Q					
171	BALLAST KEYSTONE TECHNOLOGIES F8T5 Or PL 7w-9w 120v 60Hz 0.18A CLASS P	Billows	Billows	ea	\$	50.00	\$	52.65		\$	N/Q	\$	N/Q					
175	BALLAST Kit 175W MH 120V M57 ULT M175ML5AC3M500K	Billows	Billows	ea	\$	39.00	\$	43.35		\$	N/Q	\$	N/Q					
176	BALLAST TRIAD C240PUNVHP-B for 2 FT40W/2G11 Lamp 120/277v VAC 60Hz or Equal	Billows	Billows	ea	\$	31.14	\$	34.60		\$	N/Q	\$	N/Q					
177	BALLAST B-1L Technologies NU6-2128-PSX 277v 50/60Hz 0.08A Class P or Equal	Billows	Billows	ea	\$	65.00	\$	72.22		\$	N/Q	\$	N/Q					
179	CAPACTOR (Universal Lighting) #R170S8555-BH 010.00U 400vac Or Equal	Billows	Billows	ea	\$	62.00	\$	68.89		\$	N/Q	\$	N/Q					
182	Telescopic Bracket-Coper B Line BB2-16T or equal	Billows	Billows	EA	\$	2.20	\$	2.31		\$	N/Q	\$	N/Q					
1	BATTERY - FOR EXIT LIGHT WP 4-6, 6V4AH TRANSFORMER, ADVANCE - 175MH 71A5570, 120-208-240 VOLTS	Cooper	Cooper	ea	\$	8.00	\$	8.42	ea	\$	4.47	\$	4.60					
2	BOX-JUNCTION #2100 RACO 257 4 11/16"	Cooper	Cooper	ea	\$	63.70	\$	67.05	ea	\$	37.70	\$	38.87					
14	BOX-JUNCTION 1900 RACO 192	Cooper	Cooper	EA	\$	1.50	\$	1.58	ea	\$	1.39	\$	1.43					
20	EXTENSION BOX 1900 RACO	Cooper	Cooper	EA	\$	0.6538	\$	0.6882	ea	\$	0.58	\$	0.60					
21	BOX - 5741 SHALLOW SW. & REC.	Cooper	Cooper	EA	\$	1.12	\$	1.18	ea	\$	1.01	\$	1.05					
23	CABLE - 12 - 2 MG	Cooper	Cooper	FT	\$	0.4125	\$	0.5156	lot	\$	0.400	\$	0.420					
35	CABLE - 12 - 3 MG	Cooper	Cooper	FT	\$	0.7071	\$	0.8840	lot	\$	0.690	\$	0.710					
37	CABLE - THES 11 1/2" PLASTIC, 1/2" WIDE	Cooper	Cooper	EA	\$	0.0694	\$	0.0731	ea	\$	0.0412	\$	0.0427					
38	CABLE - 10 - 3 MC ROLL=250 FT	Cooper	Cooper	FT	\$	1.2816	\$	1.6201	lot	\$	1.240	\$	1.280					
42	BALLAST - QT1X32/120, FOR 2 - 4' TUBES	Cooper	Cooper	ea	\$	9.80	\$	10.32	ea	\$	8.96	\$	9.24					
43	CABLE - 10/12 MC	Cooper	Cooper	FT	\$	0.91	\$	1.14	FT	\$	0.880	\$	0.880					
45	BOX RACO #570 (2-3/4" DEEP ARMORED CABLE	Cooper	Cooper	EA	\$	2.33	\$	2.45	ea	\$	1.55	\$	1.60					
49	BALLAST for 2 LAMPS GEC242-MVPS-3W 120/277v, 50/60Hz or EQUAL	Cooper	Cooper	ea	\$	22.48	\$	23.66	ea	\$	20.71	\$	21.35					
50	BALAST ADVANCE ICF2S18-H-LD 18W - 4 PIN	Cooper	Cooper	ea	\$	21.37	\$	22.50	ea	\$	19.59	\$	20.20					
51	BALLAST ADVANCE 277v v5 0624 24 BL TP (No Substitutions)	Cooper	Cooper		\$	N/A	\$	N/A	ea	\$	73.60	\$	75.88					
55	CONNECTORS - 1/2" SEAL TIGHT	Cooper	Cooper	EA	\$	1.79	\$	1.89	ea	\$	1.60	\$	1.65					
57	CONNECTORS - 1/2" EMT W/SET SCREW	Cooper	Cooper	EA	\$	0.15	\$	0.16	EA	\$	0.13	\$	0.15					
59	CONNECTORS - 3/4" THIN WALL COMPRESSION	Cooper	Cooper	EA	\$	0.44	\$	0.46	ea	\$	0.35	\$	0.38					
61	PLATE - SINGLE RECEPT 1 GANG IVORY STEEL	Cooper	Cooper	EA	\$	0.59	\$	0.62	ea	\$	0.42	\$	0.45					
64	COUPLING - 1/2" EMT COMPRESSION TYPE	Cooper	Cooper	EA	\$	0.39	\$	0.41	ea	\$	0.29	\$	0.31					
67	PLATES - 2 GANG 1 TOGGLE DUPEX IVORY	Cooper	Cooper	EA	\$	0.87	\$	0.91	ea	\$	0.77	\$	0.80					
69	PLATE-BELL BLANK 1 - GANG, # 240-AL	Cooper	Cooper	EA	\$	0.59	\$	0.62	ea	\$	0.57	\$	0.59					
70	PLATE-BELL BLANK 2 - GANG, # 240-2AL	Cooper	Cooper	EA	\$	1.27	\$	1.34	ea	\$	0.96	\$	0.99					
71	PLATES - BLANK DOUBLE RECEPT IVORY	Cooper	Cooper	EA	\$	1.34	\$	1.41	ea	\$	0.77	\$	0.80					
72	PLATE - 1 GANG DUPEX, MAXI IVORY	Cooper	Cooper	EA	\$	0.59	\$	0.62	ea	\$	0.56	\$	0.58					
73	PLATES - 1 GANG DUPEX, IVORY METAL	Cooper	Cooper	EA	\$	0.59	\$	0.62	ea	\$	0.39	\$	0.41					
74	PLATES - 1 GANG BLANK, IVORY	Cooper	Cooper	EA	\$	0.59	\$	0.62	ea	\$	0.39	\$	0.41					
75	PLATES - 1 GANG TOGGLE, IVORY	Cooper	Cooper	EA	\$	0.59	\$	0.62	ea	\$	0.39	\$	0.41					
77	PLATES - 1900 RECEPT, 2 GANG	Cooper	Cooper	EA	\$	0.89	\$	0.94	ea	\$	0.82	\$	0.85					
78	PLATES - 1900 BLANK W/KO, 4" SQ	Cooper	Cooper	EA	\$	0.35	\$	0.37	ea	\$	0.34	\$	0.36					

79	PLATES - OCTAGON BLANK	Cooper	Cooper	EA	\$	0.32	\$	0.33	ea	\$	0.31	\$	0.33						
81	PLATE - DOUBLE SWITCH, IVORY MAXI	Cooper	Cooper	EA	\$	0.87	\$	0.91	ea	\$	0.80	\$	0.83						
87	FUSE - 30 AMP CARTRIDGE TIME DELAY - 250 VOLTS	Cooper	Cooper	ea	\$	4.02	\$	4.25	ea	\$	2.43	\$	2.52						
88	EMERGENCY LIGHT - I - ALARM 2P12G1	Cooper	Cooper	ea	\$	75.56	\$	79.54	ea	\$	71.36	\$	75.50						
89	WIRE MARKERS, 1 THRU 10	Cooper	Cooper	ea	\$	8.25	\$	8.68	ea	\$	2.01	\$	2.20						
96	PIPE 1" EMT	Cooper	Cooper	EA	\$	0.80	\$	1.00	Lot	\$	0.40	\$	0.41			\$4.00 PC	\$4.12 PC		
97	FUSE - 20 AMP 250 VOLTS CARTRIDGE TIME DELAY	Cooper	Cooper	ea	\$	4.02	\$	4.25	ea	\$	2.43	\$	2.51						
98	PHOTO CONTROL - 120 VOLTS, T15	Cooper	Cooper	ea	\$	8.42	\$	8.86	ea	\$	6.21	\$	6.40						
101	PLUG - MALE 15 AMP, BRYANT 5266-N	Cooper	Cooper	ea	\$	3.86	\$	4.06	ea	\$	3.66	\$	3.77						
103	FUSE CARTRIDGE 60 AMP - 600 VOLT (TIME DELAY)	Cooper	Cooper	ea	\$	15.25	\$	16.05	ea	\$	9.22	\$	9.50						
105	RECEPTACLE - DUPELEX 20 AMP 125 VOLTS, IVORY	Cooper	Cooper	ea	\$	1.15	\$	1.21	ea	\$	0.97	\$	1.00						
106	RECEPTACLE - 20 AMP SINGAL 220 VOLTS IVORY	Cooper	Cooper	ea	\$	3.50	\$	3.68	ea	\$	2.07	\$	2.13						
107	RECEPT. 20 AMP SINGLE 3 - WIRE GROUNDING TYPE IVORY	Cooper	Cooper	ea	\$	2.30	\$	2.42	ea	\$	1.70	\$	1.75						
118	TAPE - GREEN MARKING, 1/2" X 20'	Cooper	Cooper	ea	\$	1.29	\$	1.36	ea	\$	1.12	\$	1.15						
119	TAPE-ELECT. SCOTCH 88, 1/2" X 66'	Cooper	Cooper	ea	\$	4.89	\$	5.15	ea	\$	4.25	\$	4.38						
120	TAPE-WHITE ELEG., 1/2" X 20'	Cooper	Cooper	ea	\$	1.29	\$	1.36	ea	\$	1.12	\$	1.15						
121	SWITCH TIMER T101, 24 HOURS	Cooper	Cooper	ea	\$	46.71	\$	49.17	ea	\$	40.33	\$	41.58						
124	WIRE NUTS - GREEN FOR # 6 WIRE	Cooper	Cooper	EA	\$	0.1978	\$	0.2083	EA	\$	0.1500	\$	0.1567			500 per bag			
125	WIRE - #12 GREEN THINN STRANDED	Cooper	Cooper	EA	\$	0.1222	\$	0.1527	EA	\$	0.1186	\$	0.1263			500 per bag			
131	WIRENUTS - GRAY SMALL	Cooper	Billows	EA	\$	0.0606	\$	0.0638	EA	\$	0.0550	\$	0.1223			500 per bag			
133	WIRE NUTS - RED LG.	Cooper	Cooper	EA	\$	0.1172	\$	0.1233	EA	\$	0.0780	\$	0.0800			500 per bag			
134	WIRE NUTS - ORANGE SMALL	Cooper	Cooper	EA	\$	0.0700	\$	0.0736	EA	\$	0.0600	\$	0.0620			500 per bag			
135	WIRE NUTS - SM. BLUE, 72B	Cooper	Cooper	EA	\$	0.0615	\$	0.0648	EA	\$	0.0520	\$	0.0540			500 per bag			
136	WIRE NUTS - YELLOW	Cooper	Cooper	EA	\$	0.0897	\$	0.0945	EA	\$	0.0690	\$	0.0720			500 per bag			
138	WIRE #10 BLACK STRANDED	Cooper	Cooper	EA	\$	0.1869	\$	0.1967	EA	\$	0.1810	\$	0.1866			500 ft reel			
139	WIRE #12 THINN SOLID, BLACK	Cooper	Cooper	EA	\$	0.1065	\$	0.1331	EA	\$	0.1040	\$	0.1080			500 ft reel			
140	WIRE - #12 THINN WHITE SOLID	Cooper	Cooper	EA	\$	0.1065	\$	0.1331	EA	\$	0.1040	\$	0.1080			500 ft reel			
141	WIRE - #10 THINN WHITE STRANDED	Cooper	Cooper	EA	\$	0.1869	\$	0.1967	EA	\$	0.1810	\$	0.1866			500 ft reel			
142	WIRE - #12 THINN GREEN STRANDED	Cooper	Cooper	EA	\$	0.1222	\$	0.1527	EA	\$	0.1180	\$	0.1220			500 ft reel			
143	WIRE - #12 BLACK STRANDED	Cooper	Cooper	EA	\$	0.1222	\$	0.1527	EA	\$	0.1180	\$	0.1220			500 ft reel			
144	WIRE #12 WHITE STRANDED	Cooper	Cooper	EA	\$	0.1222	\$	0.1527	EA	\$	0.1180	\$	0.1220			500 ft reel			
145	WIRE #12 THINN YELLOW STRANDED	Cooper	Cooper	EA	\$	0.1222	\$	0.1527	EA	\$	0.1180	\$	0.1220			500 ft reel			
146	WIRE - #12 THINN RED STRANDED	Cooper	Cooper	EA	\$	0.1222	\$	0.1527	EA	\$	0.1180	\$	0.1220			500 ft reel			
150	14/3 SEOWW/STOOV CORD	Cooper	Cooper	EA	\$	0.7274	\$	0.9093	EA	\$	0.5630	\$	0.5840			250 ft coil			
153	BATTERY 6v 7.0Ah PC 670 (Power Cell Only No Subs)	Cooper	Cooper	ea	\$	14.50	\$	15.26	ea	\$	11.41	\$	11.76						
156	BALLAST - RCN-21TP40-SC Advanced	Cooper	Cooper	ea	\$	27.47	\$	28.92	ea	\$	20.15	\$	20.77						
159	COUPLING 3/4" THIN WALL COMPRESSION	Cooper	Cooper	EA	\$	0.50	\$	0.52	ea	\$	0.31	\$	0.34						
166	BATTERY PC 12180 E2 12v 18AMP Hr. POWER CELL ONLY	Cooper	Cooper	ea	\$	50.88	\$	53.47	ea	\$	42.70	\$	44.03						
167	STRAPS 3/8" ONE HOLE for MC Cable	Cooper	Cooper	EA	\$	0.0726	\$	0.0765	100 per	\$	0.0500	\$	0.0515						
168	BATTERY PC 6130 6v 13.0Ah POWER CELL ONLY	Cooper	Cooper	ea	\$	23.95	\$	25.21	ea	\$	17.98	\$	18.55						
169	RECEPTICAL 20AMP Single 3-Wire Grounding Type Ivory	Cooper	Cooper	ea	\$	2.31	\$	2.45	ea	\$	1.70	\$	1.75						
170	WIRE #10 GREEN THINN STARNDDED	Cooper	Cooper	EA	\$	0.19	\$	0.23	500 ft n	\$	0.1820	\$	0.2100						
172	SENSOR SWITCH Model# WSD IV or equal	Cooper	Cooper	ea	\$	48.07	\$	50.60	ea	\$	31.29	\$	32.26						
173	MECHANICAL TIME SWITCH INTERMATIC Model# T104P 208-277v AC 60Hz Double Pole Single Throw 40Amp	Cooper	Cooper	ea	\$	87.79	\$	92.41	ea	\$	66.74	\$	76.75						
174	EMERGENCY LIGHT Twin-Head White 120/277v Battery Back-Up	Cooper	Cooper	ea	\$	68.25	\$	71.85	ea	\$	39.52	\$	40.75						
180	BOX Square for Steel Stud 4"x1.5" Box-Loc (Raaco 227) Or Equal	Cooper	Cooper	EA	\$	2.65	\$	2.79	ea	\$	2.28	\$	2.35						

181	BOX Square for Steel Stud 4"x2-1/8" Box-Loc Race 238) Or Equal	Cooper	Cooper	EA	\$ 3.43	\$ 3.61	ea	\$ 2.86	\$ 2.95				
178	BATTERY Exit Light (ELS) Nick-A-Lite #LDD0420B62 NO SUBS	N/A	N/A		N/A	N/A		N/Q	N/Q				
	Variations: (if any)				NONE	NONE		None	None				
	ARO				7 Days	7 Days		STK/2WKS	STK/2WKS				
	Start up date: Date of Award												
	Will you extend your prices to local government entities within the County				YES			YES					
	This is a one (1) year contract from the date of award. with an option to extend for one (1) two year period or two (2) one year periods.												
	Bid specifications sent to:				ADF Bidnet eRepublic	BidOcean Prime Vendor Graybar Electric		Keytech S&GMH Associates WESCO DJ Onvia	VisualFormedia Bell Electric Supply				
	Based upon the bids received, I recommend	as the lowest responsible responsive bidder.											
					Sincerely,								
					Peter Mercanti								
					Purchasing Department								

RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 FOR \$130,000.00

WHEREAS, the County of Gloucester's has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at Gloucester County Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by William R. Carey & Company, Inc., with offices at 140 West Allendale Avenue, Allendale, NJ 07401; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received and the services related to this contract is an exception to the Local Public Contracts Law, as described and provided in N.J.S.A. 40A:11-5(1)(m); and

WHEREAS, the Treasurer of the County has certified the availability of funds in the amount of \$130,000.00, pursuant to CAF# 18-01556 which amount shall be charged against budget line item 8-01-23-210-001-20299.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director in hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with William R. Carey & Company, Inc., for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services in an amount of \$130,000.00 from March 1, 2018 to February 28, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
WILLIAM R. CAREY & COMPANY, INC.**

THIS CONTRACT is made effective the ____ day of _____ 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **William R. Carey & Company, Inc.**, with offices located at 140 West Allendale Avenue, Allendale, NJ 07401, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services.

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received and the services related to this contract is an exception to the Local Public Contracts Law, as described and provided in N.J.S.A. 40A:11-5(1).

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing March 1, 2018 and concluding February 28, 2019.

2. **COMPENSATION.** Contractor shall be compensated in an amount of \$130,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Contractor shall be as set forth in

“Proram Specifications” which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this

contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the ____ day of _____, **2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

WILLIAM R. CAREY & COMPANY,
INC.

MICHAEL J. CAREY,
PRESIDENT

2018 Appointment Software/Services Database Contract

Attachment A

Warner Software will provide maintenance and upgrades to the Appointment Software and Services Database under the direction of the Board of Social Services. This includes meeting with the Board to determine any additional functionality that will be added to the system. Once the new functionality has been discussed, we will come up with a mutually agreed upon list of upgrades that will fit into the \$10,000 budgeted for the contract. Some previously discussed enhancements for the Appointment Software that could be incorporated into this contract are upgrades to the Phone Log and the addition of a Telephone Interview Sheet. Estimates will be provided for all enhancements.

All contract work is based upon a project development rate of \$90/hour. If you have any questions about this proposal, please feel free to contact me.

Lisa T. Warner

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-01556

NO.

ORDER DATE: 02/26/18
REQUISITION NO: R8-01797
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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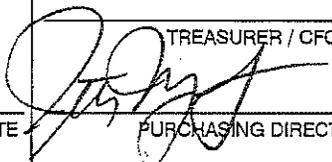
GLOUC. CO CORRECTIONAL SERVICE
70 HUNTER STREET
WOODBURY, NJ 08096
856-384-4612/JUSTICE COMPLEX

VENDOR #: WILLI190

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WILLIAM R. CAREY & CO. INC.
140 WEST ALLENDALE AVENUE
ALLENDALE, NJ 07401

QTY/UNIT	SALES TAX ID # 21-6000660 DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CATASTROPHICI INSURANCE	8-01-23-210-001-20299 Insurance - Corrections	130,000.0000	130,000.00
			TOTAL	130,000.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
X VENDOR SIGN HERE _____ DATE _____			
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____			TREASURER / CFO  PURCHASING DIRECTOR
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD _____ DATE _____	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



WILLIAM R. CAREY & COMPANY, INC.

140 West Allendale Avenue
Allendale, New Jersey 07401
Tel: 201-529-3900 • Fax: 201-529-4505
www.williamrcarey.com

Gloucester County Inmate Medical Insurance- March 1, 2018-2019

	2014	2015	2016	2017	2018
Specific (per inmate) Coverage	\$850,000 Excess \$150,000	\$900,000 Excess \$100,000	\$910,000 Excess \$90,000	\$910,000 Excess \$90,000	\$925,000 Excess \$75,000
Deductible per inmate	\$150,000	\$100,000	\$90,000	\$90,000	\$75,000
Aggregate Attachment Point (Accumulation of Individual Deductibles)	\$1,625,000	\$1,065,000	\$925,000	\$925,000	\$750,000
Profit Commission Percentage	25%	25%	30%	30%	32.5%
Minimum and Deposit Premium	\$179,000	\$155,000	\$140,000	\$140,000	\$130,000

QUOTE ONLY

TYPE: SPECIFIC AND AGGREGATE MEDICAL EXCESS OF LOSS

ASSURED: Gloucester County Jail

ADDRESS: 2 South Broad Street, Woodbury, NJ 08096, U.S.A.

PERIOD: From: 1st March, 2018

To: 28th February, 2019

Both days inclusive at Local Standard Time at the address of the Assured.

INTEREST: Reimbursement of Medical Expenses paid in respect of inmates at both in and out of network.

SUM

INSURED: A) SPECIFIC: USD 925,000 any one person in Excess of
USD 75,000 deductible any person,

B) AGGREGATE: USD 1,000,000 for the location in excess
of 100% of attachment factor or USD 750,000
whichever the greater.

SITUATION: U.S.A and/or territories and possessions.

CONDITIONS: Coverage is in respect of Inmates only, as per Self-Funded Medical and Hospitalisation Benefit. (Specific and Aggregate Excess) insurance wording attached.

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Burlington County - Managed by AmeriHealth Camden County - Self Insured with discounts Middlesex County - Managed by CFG Health Services Cumberland County - Managed by Corizon.

Essex County Jail - Managed by CFG Health Services Mercer County Prison - Managed by CFG Health Services

Salem County Correctional Facility - Managed by AmeriHealth Community Education Center

"Bo" Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

CONDITIONS

CONTINUED: Burlington County - Managed by AmeriHealth
Camden County – Self Insured with discounts Middlesex County –
Managed by CFG Health Services Cumberland County - Managed
by Corizon.

Including female inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Camden County – Self Insured with discounts Salem County – Managed by
AmeriHealth.
Cumberland County - Managed by Corizon.

Costs incurred during the period of insurance and invoiced and advised to Underwriters during the period of insurance or the six months immediately thereafter.
Sanction Limitation and Exclusion Clause as attached.

Change of Contractors

In the event of a change in contractor named above and assuming a replacement contractor is appointed, Underwriters will maintain cover as is for 30 days as they review the new contractor. After the 30 days, new terms will be offered, and client will have an opportunity to cancel prorate if they do not accept the new terms, unless claims have occurred.

Profit Commission

There shall be allowed to the Assured a Profit Commission amounting to 32.5% of the Gross Premium paid by the Assured less 45% and less the amount of claims paid and/or outstanding. The Profit Commission will be payable only if coverage is renewed with William R. Carey & Co., Inc. At the close of the period of Insurance the Assured shall produce a statement detailing the above.

In the event of the statement showing claim(s) paid or outstanding and a Profit Commission not being allowable, such claim(s) shall be brought into the year end statement(s) for the ensuing Period(s) of Insurance but not beyond the Statement for the third annual Period of Insurance beyond which the claim(s) occurred.

In the event of a claim, or claims, being settled after a Profit Commission has been paid in respect of the Period of Insurance to which such claim or claims, attach, the Profit Commission shall be immediately adjusted and any additional Profit Commission paid to the Assured, or any amount due to the Underwriters repaid, as applicable.

WARRANTIES: None, other than may appear in the standard attached policy wording.

CONDITIONS

PRECEDENT: None, other than may appear in the standard attached policy wording.

SUBJECTIVITIES: None.

CHOICE OF LAW

& JURISDICTION: This insurance shall be governed by and construed in accordance with the laws of the state of New Jersey.

SERVICE OF SUIT CLAUSE (U.S.A.) as per ITEM 7 of the attached wording

PREMIUM: Specific and Aggregate Premium - MINIMUM AND DEPOSIT

USD 130,000.00

Adjustable at expiry at the rate USD TBD per inmate, per day payable as an additional premium.

PREMIUM

PAYMENT TERMS: Payable USD 130,000 at inception

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: None

TAXES PAYABLE BY INSURERS AND ADMINISTERED BY ASSURED OR THEIR AGENT: None applicable

RECORDING, TRANSMITTING AND STORING

INFORMATION: Where Tysers maintains risk and claim data / information / documents, Tysers may store data / information / documents electronically.

INSURER CONTRACT

DOCUMENTATION: This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract provisions set out in this contract, shall form the evidence of such change.

SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

ITEM 9: ADJUSTABLE PREMIUM

RATES PER INMATE PER
DAY - TBD

Final adjustment calculation due to underwriters 1st September 2018.

ITEM 10: CLAIMS ADMINISTRATOR –

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Burlington County - Managed by AmeriHealth Camden County – Self Insured with discounts

Middlesex County – Managed by CFG Health Services Cumberland County - Managed by Corizon.

Salem County Correctional Facility– Managed by AmeriHealth Essex County Jail – Managed by CFG Health Services

Mercer County Prison – Managed by CFG Health Service Community Education Center “Bo” Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Burlington County - Managed by AmeriHealth Camden County – Self Insured with discounts

Middlesex County – Managed by CFG Health Services Cumberland County - Managed by Corizon.

Including female inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Camden County – Self Insured with discounts Salem County – Managed by AmeriHealth.

Cumberland County- Managed by Corizon.

ITEM 11: Order Hereon 100% of 100%

ITEM 12: PERSONS UPON WHOM SERVICE OF PROCESS

MAY BE SERVED - Mendes & Mount

750 Seventh Avenue,

New York, NY 10019-6829 U.S.A

SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

INSURING CLAUSE:

In consideration of the premium being paid Underwriters agree, in accordance with and subject to the terms, conditions, warranties and exclusions contained herein, to reimburse the Assured named in item 1 of the schedule hereof for that portion of Eligible Medical Expenses claims in accordance with the terms and provisions of the Assured's Self-Funded Medical and Hospitalisation plan (herein after referred to as "the Program") which are incurred, as defined herein, by Covered Inmates, as defined herein, during the Period of Insurance, as specified in Item 3 of the Schedule, and invoiced, as defined herein, during the Period of Insurance, or the 6 months immediately thereafter, which exceed the Retention by the Assured specified in item 4 of the Schedule, up to but not exceeding the Limit of Underwriters' Liability specified in item 5 of the schedule. Final adjustment at 1st September 2019.

I. SPECIFIC EXCESS OF LOSS

Underwriters agree to reimburse the Assured in respect of any one covered inmate for incurred Claims paid by the Assured in respect of such covered inmate during the Period of Insurance which exceed the Retention by Assured specified in item 4 (a) of the Schedule, up to, but not exceeding, the Limit of Underwriters' Liability specified in item 5 (a) of the Schedule.

II. AGGREGATE EXCESS LOSS

Underwriters agree to reimburse the Assured for incurred Claims paid by the Assured during the Period of Insurance, less any amounts paid in respect of any one covered Inmate in excess of the amount specified in item 4 (a) of the schedule which exceed the Retention by the Assured specified in Item 4 (b) of the Schedule, up to, but not exceeding the Limit of Underwriters Liability specified in Item 5 (b) of the Schedule.

DEFINITIONS:

INCURRED: A claim is incurred on the date a medical service is rendered or supply is purchased by or on behalf of a Covered Inmate.

INVOICED: A claim is invoiced on the date the medical supplier issues its invoice.

PAID: A claim is paid on the date the Assured issues its payable check, provided such check is promptly transmitted to the payee and is paid upon presentment.

COVERED

INMATE: A Covered Inmate is an inmate who is over the age of 18 who is under the direct supervision, custody and control of the Assured.

EXCLUSIONS:

The following shall be excluded and shall not apply to the satisfaction of the Retention by Assured or any claim hereunder:

- a. Any and all charges which are not specifically included as Eligible Medical Expenses claims in the Program.
- b. Any and all charges which are specifically excluded in the Program.
- c. Any and all charges which are Incurred prior to or subsequent to the Period of Insurance.
- d. Any and all charges which are invoiced after 6 months immediately following the Period of Insurance and have not been previously advised to Underwriters hereunder.
- e. Any and all charges which are incurred after the covered Inmate has been released from the custody and control of the Assured.
- f. Any and all charges which the Assured is not legally obligated to pay.
- g. Any and all charges arising out of or caused by or contributed to or in consequence of War, Hostilities (whether war be declared or not), Invasion or Civil War.
- h. Any and all charges which are recoverable from, or attributable to, any other medical or hospitalisation benefit plan or insurance.
- i. Any and all charges arising from injuries or illness arising out of or in the course of any occupation or employment for wage or profit or for which the covered person is entitled to benefits under any Workers Compensation or Occupational Disease law, but this exclusion does not apply to injuries or illness arising from prison supervised work details.
- j. Any and all costs for treatment carried out in any prison facility.
- k. Any payment of, or on account of, punitive or exemplary damages.

CONDITIONS PRECEDENT:

The following are conditions precedent to Underwriters liability under this Insurance:

1. PREMIUM:

A) Payment - The Assured shall pay to Underwriters the Deposit Premium on the Due Date(s) and in the amount specified in Item 8 of the Schedule. The Actual Premium payable by the Assured is to be calculated at the Adjustable Premium Rate specified in Item 9 of the Schedule. If, as of the expiration of this Insurance the actual Premium so calculated exceeds the Deposit Premium paid by the Assured, the Assured will remit the difference to Underwriters on or before the Due Date(s) of Adjustment specified in Item 9 of the Schedule. If, as of the expiration of this insurance, the Deposit Premium paid by the Assured exceeds the actual Premium due, Underwriters will promptly refund the difference to the Assured; however, in no event shall the actual Premium be less than the Minimum Premium specified in Item 8 of the Schedule.

B) Overdue instalment - In consideration of the concession by Underwriters that the Premium for this Insurance may be paid in instalments and/or may be adjustable as detailed herein, it is hereby agreed by the Assured that in the event of the failure by the Assured or their authorised representative to pay any such Premium instalment or such additional Premium which may be due in accordance with the premium adjustment provisions herein within

30 days of the due date then this Insurance may be cancelled by the Underwriters as at the due date of said delinquent Premium instalment or additional Premium as the case may be, in accordance with the provisions of General Conditions 4 – Cancellation of Insurance

2. ADMINISTRATION OF CLAIMS:

Payments of Eligible Medical Expense claims shall be administered by the person or persons designated as claims Administrator in Item 10 of the schedule. Costs of the services so provided shall be borne by the Assured.

The Assured shall appoint the Claims Administrator designated in Item 10 of the Schedule to:

- a. Supervise the administration and adjustment of all claims and verify their validity accuracy and computation; and
- b. Maintain accurate records of all claim payments; and
- c. Submit reports to Underwriters, within 90 days of the close of the a) third calendar quarter and b) within 150 days of forth calendar quarter giving details of.
 1. The total claims paid during the respective periods;
 2. The total number of Covered Inmates during each month;
 3. All claims where the total aggregate sum paid in respect of the Covered Inmate exceeds 100.00% of the Retention by the Assured. Details must include the name or unique identifying Inmate number of the Covered Inmate, the date such person became a Covered Inmate the date of the accident or the date illness first manifested itself, the nature of the injury or illness and the estimated likely total cost of the claim

The Assured shall be responsible at their own cost and expense for the investigations, settlements or defence of any claims made or suit brought or proceedings instituted against the Assured.

Underwriters, at their own election and expense, shall have the right to participate with the Assured in the defence or appeal of any action, suit or proceedings as a result of which they may in their sole judgement, become liable for payment under this Insurance.

3. NOTIFICATION OF CLAIMS:

The Assured shall notify the Claims Administrator named in Item 10 of the Schedule prior to the transfer of any Covered Inmate to any Hospital. In the case of an emergency, where prior notification is not practical or possible, the Assured shall provide notification within 48 hours of the transfer or any Covered Inmate.

It is understood and agreed that the Assured hereby waives any rights to recovery from Underwriters for any reimbursement of any payment otherwise recoverable from them where notification to the Claims Administrator has not been tendered within the stated agreed time frame.

GENERAL CONDITIONS

1. LOSS PAYMENTS

In the event of any reimbursement being claimed under this insurance:

a. The Assured shall submit full details of the incurred Eligible Medical Expenses which have resulted in reimbursement being claimed hereunder to Underwriters for their agreement. Further, the Assured shall co-operate in every reasonable respect with the Underwriters and the Claims Administrator in the adjustment and computation of any claim for reimbursement made against Underwriters.

b. The Underwriters shall reimburse the Assured promptly for such valid amounts due.

2. SUBROGATION

The Assured undertakes to co-operate with Underwriters in the prosecution of any and all valid claims that they may have against third parties arising out of any occurrence which results or may result in a loss payment by the Assured or Underwriters and to account for any amounts recovered on the basis that Underwriters shall be entitled to recover first in full any sums paid by them before the Assured shares in any amount so recovered.

Should the Assured fail to prosecute any valid claims against third parties and Underwriters hereupon become liable to make payments to the Assured under the terms and conditions of this insurance then Underwriters shall be subrogated to all rights of the Assured. Any amount recovered by Underwriters shall be used to pay the expenses of collection and reimbursement of Underwriters for any amount that they may have paid or become liable to pay to the Assured. Any remaining amounts shall be paid to the Assured.

3. OTHER INSURANCE

Underwriters shall not reimburse the Assured if, at the time of payment of any claim, there is other insurance which would, or would but for the existence of this insurance, reimburse the Assured or the covered inmate except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

4. CANCELLATION OF INSURANCE

It is understood that, in addition to any cancellation pursuant to Conditions Precedent 1.B, this insurance may be cancelled by Underwriters in the event that the Assured is in breach of any other Warranty or condition, by giving 30 days written notice of such cancellation to the Assured or their authorised representative. If this insurance is cancelled it is agreed that:

- a) The effective date of cancellation shall then automatically become the new effective expiry date of the Period of Insurance.
- b) The Sums specified under Item 4 (Retention by Assured) and Item 5 (Limit of Underwriters' Liability) remains as specified.
- c) The Assured shall pay to Underwriters any Deposit Premium or Premium instalment due but not paid at the effective date of cancellation.

5. INSPECTION AND AUDIT

Underwriters or their duly authorised representatives shall be permitted at all reasonable times during usual business hours during the Period of Insurance and up to two years after the termination of this Insurance, to examine and audit the books and/or records of the Assured and the Claims Administrator so far as they relate to this insurance and Underwriters' Liability and Premium.

6. ASSIGNMENT CHANGE OF WAIVER

No assignment of the Assured's interests hereunder shall be binding on Underwriters. The terms of this insurance shall not be waived or changed except by the express written agreement of Underwriters.

7. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such a suit may be made upon the person specified in Item 12 of the Schedule, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 Seventh Avenue, New York, NY 10019-6829, USA and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above mentioned are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United State which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designated the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

8. MISREPRESENTATION

This insurance shall provide no indemnity if the Assured makes any misstatement or concealment or commits fraud, either in the application which forms a part of this policy or in relation to any statement, warranty or declaration made by the Assured or their authorised representative, whether in writing or otherwise to Underwriters or their representatives, or in connection with the making of any claim hereunder.

9. INSOLVENCY

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Assured or the Claims Administrator shall not impose upon Underwriters any liability other than the liability in excess of the amount of the Retention by the Assured specified in Item 4 of the amount of the Retention by the Assured specified in Item 4 of the Schedule and not greater than the Limit of Underwriters' Liability specified in Item 5 of the Schedule

10. INTERMEDIARIES CLAUSE

WILLIAM R CAREY & CO., INC, 140 West Allendale Avenue, Allendale, NJ 07401, are recognised as the Brokers negotiating this insurance through whom all transactions and communications between the parties hereto shall be transmitted.

11. ERRORS AND OMISSIONS CLAUSE

It is hereby declared and agreed that any inadvertent delays, omissions or errors made in connection with this insurance shall not be held to relieve either of the parties hereto from any liability which would have attached to them hereunder if such delay, omissions or error had not been made, provided rectification be made upon discovery, and it is further agreed that in all things coming within the scope of this insurance the insurers shall share to the extent of their interest the fortunes of the Assured.

12. ARBITRATION CLAUSE (LLOYD'S)

If any dispute shall arise between the Assured and the insurers with reference to the interpretation of this insurance or the rights with respect to any transaction involved, the dispute shall be referred to two Arbitrators, one to be chosen by each party and such Arbitrators shall first choose an Umpire. If they are unable to agree upon an Umpire, they shall appeal to the Chairman of the Committee of Lloyd's to nominate him and in the event of the said Arbitrators not agreeing, the decision of the said Umpire shall be final and binding upon all parties. The Arbitrators and the Umpire shall interpret this insurance as an honourable engagement and they shall make their award with a view to affecting the general purpose of this insurance in a reasonable manner rather than in accordance with a literal interpretation of the language. Said Arbitration shall take place in London and the costs thereof shall be in the discretion of the Court of Arbitration.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

INSURER'S

LIABILITY: LMA3333 - (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten

by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER

HEREON: 100% of 100%

BASIS OF

WRITTEN LINES: Percentage of Whole

SIGNING

PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

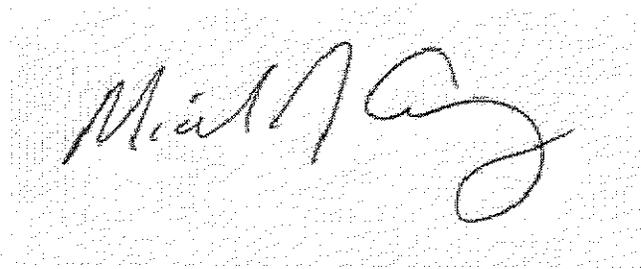
a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)Assured and all (re)insurers whose lines are to be varied. The variation to the contracts will taken effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

c) in respect of late orders once the placement is completed, in the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

d) Signed Lines will be advised to Insurers/Reinsurers within 30 days of inception (or within 30 days of placement completion in respect of late orders or incomplete placements) this will be done as a delinked submission to Xchanging Ins-Sure Services or by e-mail or closing advice if Non-Bureaux.

Authorized Representative

A handwritten signature in black ink, appearing to read "Michael J. [unclear]", is written over a rectangular area with a light gray dotted background. The signature is cursive and somewhat stylized.

**RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION
FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT
FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 IN AN
AMOUNT NOT TO EXCEED \$125,000.00**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, the County has a need for the purchase and delivery of ammunition to be utilized by employees of the Prosecutor’s Office, Sheriff’s Department and the Department of Correctional Services for purposes of qualification and duty use; and

WHEREAS, it has been determined that the County of Gloucester can purchase said materials and supplies through State Contract #A81296, from Eagle Point Gun/TJ Morris & Son, with an address of 1707 Third Street, Thorofare, NJ 08086, in an amount not to exceed \$125,000.00 from March 1, 2018 to February 28, 2019.

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$125,000.00, therefore the contract is open-ended, which does not obligate the County of Gloucester to make any purchase and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of ammunition for use by the County Prosecutor’s Office, Sheriff’s Department and the Department of Correctional Services is hereby authorized through State Contract #A81296, from Eagle Point Gun/TJ Morris & Son from March 1, 2018 to February 28, 2019 in an amount not to exceed \$125,000.00; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County Budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE,
EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE
INTERNATIONAL THROUGH STATE CONTRACT FOR A TOTAL
AMOUNT OF \$57,169.40**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, the County has a need for computer software, equipment and related service for use by the Prosecutor's Office at the Gloucester County Child Advocacy Center to support the High Tech Crimes Unit and Local Police Agencies; and

WHEREAS, it has been determined that the County can purchase said computer software, equipment and related services through State Contract #A89851 from Software House International of 290 Davidson Avenue, Somerset, NJ 08873; and

WHEREAS, the software, equipment and related services shall be as set forth in vendor's quote #14827861 (Cellebrite products) for \$27,789.40; and quote #14849625 (Talino products) for \$29,380.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$27,789.40 pursuant to CAF #18-01551, and \$29,380 pursuant to CAF #18-01552, which shall be charged against line item #G-02-17-269-000-20652, for a total amount of \$57,169.40.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of computer software, equipment and related services as referenced hereinabove from Software House International is hereby authorized through State Contract #A89851 for the total amount of \$57,169.40 on or before December 31, 2018.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**



Gloucester County Prosecutor

CHARLES A. FIORE
Prosecutor

ANTHONY J. FIOLA
First Assistant Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624

E-Mail: gcprosecutor@co.gloucester.nj.us

THOMAS R. GILBERT
Chief of Staff

JOHN A. PORTER
Chief of Investigators

DATE : 2/23/2018
TO : Andi Lombardi
FROM : Charles A. Fiore, County Prosecutor
SUBJECT: Software House International (SHI) resolution

A Resolution is needed to purchase computer equipment and related services from Cellebrite through Software House International (SHI) in an amount not to exceed \$30,000 from 3/90/2018 – 12/31/2018. State contracts to be used are:

A89851 - NJ software license and related services

This Resolution would approve the purchase of computer equipment and related services. The equipment and services will support the High Tech Crimes Unit and be installed at the Child Advocacy Center, 47 Cooper Street, Woodbury NJ

Software House International, 290 Davidson Ave, Somerset, NJ 08873 (P) 888-235-3871 (F) 732-805-9669

This resolution will need to be placed on the 3/7//2018 Freeholder Meeting agenda.

Cc: Sandy Gray, County Counsel



F-4

Pricing Proposal
Quotation #: 14827861
Created On: 2/7/2018
Valid Until: 3/9/2018

GLOUCESTER COUNTY

Inside Account Manager

Amy Gregg
P.O. BOX 337
WOODBURY, NJ 08096
United States
Phone: 856-853-3374
Fax:
Email: agregg@co.gloucester.nj.us

Travis Oberweis
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 UFED 4PC Ultimate Cellebrite - Part#: A-UFED-01-016 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$9,270.00	\$9,270.00
2 CAS 10X Actions, for UFED User Cellebrite - Part#: CAS 10X ACTIONS Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$18,519.40	\$18,519.40
		Total	\$27,789.40

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTFO

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-01551

NO.

ORDER DATE: 02/26/18
REQUISITION NO: R8-01776
DELIVERY DATE:
STATE CONTRACT: A89851
ACCOUNT NUM:

Pg 1

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GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

VENDOR #: SOFTW003

**V
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SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	UFED 4PC ULTIMATE CELLEBRITE PART# A-UFED-01-016	G-02-17-269-000-20652 Data Processing Equipment	9,270.0000	9,270.00
1.00	CAS 10X ACTIONS, FOR UFED USER CELLEBRITE PART #CAS 10X ACTIONS	G-02-17-269-000-20652 Data Processing Equipment	18,519.4000	18,519.40
	EQUIPMENT TO SUPPORT THE HIGH TECH CRIMES UNIT AND LOCAL POLICE AGENCIES. TO BE INSTALLED AT THE CHILD ADVOCACY CENTER LOCATED AT 47 COOPER STREET, WOODBURY, NJ 08096 QUOTATION #14827861			
			TOTAL	27,789.40

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



Pricing Proposal
 Quotation #: 14849625
 Created On: 2/12/2018
 Valid Until: 3/14/2018

GLOUCESTER COUNTY

Inside Account Manager

Amy Gregg
 P.O. BOX 337
 WOODBURY, NJ 08096
 United States
 Phone: 856-853-3374
 Fax:
 Email: agregg@co.gloucester.nj.us

Travis Oberweis
 290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 888-744-4084
 Fax:
 Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 TALINO KA-301 Forensic Workstation SUMURI - Part#: Contract Name: Open Market Contract #: Open Market	2	\$9,970.00	\$19,940.00
2 TALINO KA-L Omega SUMURI - Part#: Contract Name: Open Market Contract #: Open Market	2	\$4,720.00	\$9,440.00
Total			\$29,380.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Gloucester County Prosecutor

CHARLES A. FIORE
Prosecutor

ANTHONY J. FIOLA
First Assistant Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624

E-Mail: gcprosecutor@co.gloucester.nj.us

THOMAS R. GILBERT
Chief of Staff

JOHN A. PORTER
Chief of Investigators

DATE : 2/23/2018
TO : Andi Lombardi
FROM : Charles A. Fiore, County Prosecutor
SUBJECT: Software House International (SHI) resolution

A Resolution is needed to purchase computer equipment and related services from Sumuri through House International (SHI) in an amount not to exceed \$30,000 from 3/14/2018 – 12/31/2018. State contracts to be used are:

A89851 - NJ software license and related services

This Resolution would approve the purchase of computer equipment and related services. The equipment and services will support the High Tech Crimes Unit and be installed at the Child Advocacy Center, 47 Cooper Street, Woodbury NJ

Software House International, 290 Davidson Ave, Somerset, NJ 08873 (P) 888-235-3871 (F) 732-805-9669

This resolution will need to be placed on the 3/7//2018 Freeholder Meeting agenda.

Cc: Sandy Gray, County Counsel

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-01552

NO.

ORDER DATE: 02/26/18
REQUISITION NO: R8-01775
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLouc. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

VENDOR #: SOFTW003

**V
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SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/EA	TALINO KA-301 FORENSIC WORKSTATION	G-02-17-269-000-20652 Data Processing Equipment	9,970.0000	19,940.00
2.00/EA	TALINO KA-L - OMEGA EQUIPMENT TO BE INSTALLED AT THE CHILD ADVOCACY CENTER, LOCATED AT 47 COOPER STREET, WOODBURY, NJ 08096 QUOTATION #14849625	G-02-17-269-000-20652 Data Processing Equipment	4,720.0000	9,440.00
			TOTAL	29,380.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

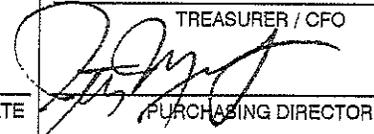
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO



PURCHASING DIRECTOR

VOUCHER COPY, SIGN AT Y AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT V-74-15 GRANT AMOUNT TO \$265,817.00, WITH AN IN-KIND MATCH OF \$113,565.00 FOR A TOTAL OF \$379,382.00 FROM JULY 1, 2017 TO JUNE 30, 2018

WHEREAS, by resolution adopted on December 6, 2017, a grant application with the NJ Division of Criminal Justice was authorized on behalf of the County Prosecutor's Office relative to the Victims of Crime Act (VOCA) Grant V-74-15, with grant funds in the amount of \$261,317.00 and an in-kind match of \$113,565.00, for a total of \$374,882.00 for grant period April 1, 2018 to June 30, 2018; and

WHEREAS, after submission of said grant application, the State requires modifications to revise the grant amount to \$265,817.00 with an in-kind match of \$113,565.00, for a total amount of \$379,382.00 for the grant term July 1, 2017 to June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That amendment to the Victims of Crime Act (VOCA) Grant, V-74-15 is hereby authorized and approved to revise the grant amount to \$265,817.00 with an in-kind match of \$113,565.00, for a total amount of \$379,382.00 for the grant term July 1, 2017 to June 30, 2018.
2. That the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment; and,
3. That all terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

f-5

DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION

To participate in the Federal grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of federal funds and your participation in the federal grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

- * The name of the Subrecipient's Unit of Government/Non-Profit Organization; *GLOUL.CO.*
- * The name of the Federal Grant Program; *VOCA*
- * The Subaward number; *V 74-15*
- * The Subaward period; *7-1-17 — 6-30-18*
- * The total amount of the award which must **include and specifically identify** the Federal amount and any required in-kind or cash match (if applicable, also identify any required local match); *265,817 + 113,565 = 379,382*
- * Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and
- * Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.





State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
PO BOX 080
TRENTON, NJ 08625-0081

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

GURBIR S. GREWAL
Attorney General

JENNIFER E. FRADEL
Administrator

February 22, 2018

Kris Gallagher, VW Coordinator
Gloucester County Prosecutor's Office-VW Unit
70 Hunter Street, P. O. Box 623
Woodbury, New Jersey 08096-4604

Re: **Victims of Crime Act (VOCA) Grant Program**
Project Title: County Office of Victim Witness Advocacy
Subaward Number: V-74-15

Dear Ms. Gallagher:

We are pleased to advise you that your agency will receive a grant in the amount of \$265,817 through the Victims of Crime Act (VOCA) Grant Program. As a condition of the award, your agency agrees to provide \$113,565 as match, bringing the total project amount to \$379,382. Enclosed for your grant file are copies of your budget detail form and budget narrative which have been conditionally approved. Please note your budget and budget narrative are subject to additional review and final approval from the Office of the Attorney General.

The enclosed Subaward Contract and any accompanying documents must be signed by the authorized signatory and originals returned by mail to our office by March 9, 2018. The signed documents will be sent along with the Subaward Contract to the Office of the Attorney General for signature.



A Subaward Number: V-74-15

Date: 02/21/18

Page 2

A copy of the fully executed package including the final approved project budget will be returned for your files. If you have any questions or need further assistance, contact your Program Analyst, Isaac Junius at (609) 376-2435.

Sincerely,



Kerry Pimentel, Chief
Grants and Program Development
NJ Office of the Attorney General

Enclosure(s)

- c. Charles A. Fiore, Acting Prosecutor
- Tracey Giordano, Chief Financial Officer
- Isaac Junius, Program Analyst
- Marilyn Easley, Grants & Program Develop Section, OAG

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

PROJECT TITLE Victims of Crime Act Grant Program, County Office of Victim Witness Advocacy	SUBAWARD AMOUNT Federal \$265,817 Match \$113,565 Total \$379,382
SUBRECIPIENT Gloucester County DUNS NO. 9573622447	Subrecipient Indirect Cost Rate (ICR) N/A
	CFDA NO. 16.575 - Crime Victim Assistance CFDA AMOUNT \$2,361,000,000
FEDERAL AWARD IDENTIFICATION NO. 2015-VA-GX-0021 FEDERAL AWARING AGENCY Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice	FEDERAL AWARD DATE 9/15/2015 FEDERAL AWARD AMOUNT \$53,992,667 L&PS ICR 3.16%
STATE ACCOUNT NO. FY15-100-066-1020-142	DATE OF AWARD February 21, 2018

In accordance with the provisions of 42 U.S.C. § 10603(a) and N.J.A.C. § 13:1E-1.2(c) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient subaward in the amount specified for the purposes set forth in the approved application. Project provides services to victims of all crimes.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, *et seq.*) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official

Attorney General or Designee

Typed Name of Official and Title

Date

Date

Subaward Number: V-74-15

Subaward Period: 07/01/17 to 6/30/18

Subrecipient Fiscal: Year Start Date: January

Contact:

William H. Cranford, Deputy Administrator
Office of the Attorney General
609-376-2445
grants@njoag.gov

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FFY 2015
VICTIMS OF CRIME ACT (VOCA)

GENERAL CONDITIONS

Subrecipient: Gloucester County
Project Title: County Office of Victim Witness Advocacy
Subaward Number: V-74-15
Project Duration: 07/01/17 to 06/30/18

Federal General Conditions

1. **Non-Supplanting Requirement:** The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. **Compliance with State and Federal Laws:** The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) and the Office for Victims of Crime (OVC) concerning all federal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, and regulations will be grounds for termination of this subaward.
3. **Allowable Costs:** the Subgrantee agrees that grant funds will be used only for allowable costs as determined by the applicable Federal cost principles specific to the Subgrantee found at 2 CFR Part 200, Subpart E, Costs Principles (2 CFR § 400 et seq.) and according to the most current edition of the OJP Financial Guide, and the State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
4. **Compliance with Program Guidelines:** The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2015 Victims of Crime Act (VOCA) program guidelines, the most current edition of the OJP Financial Guide, and where applicable,

the 2015 DOJ Financial Grants Guide, as well as the Division of Criminal Justice (DCJ) VOCA program guidelines and application package.

5. **Uniform Relocation Assistance and Real Property Acquisition Policies Act:** The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
6. **Hatch Act/Political Activity Limitations:** The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. **Debarments and Suspensions:** The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
8. **Minimum Wage/Maximum Hours:** The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
9. **Conflicts of Interest:** The Subgrantee must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy pursuant to 2 CFR 200.112. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
10. **Mandatory Disclosures:** Pursuant to the mandatory disclosure requirements of 2 CFR 200.113, the Subgrantee must disclose in a timely manner and in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award to the Division of Criminal Justice (DCJ)/State Office of Victim Witness Advocacy (SOVWA). Subgrantees that have received a Federal award including the term and condition outlined in Appendix XII--Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
11. **Program Income:** The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to use program income and commit program income to funds/accounts already dedicated to further eligible program objectives. The Subgrantee agrees to comply with the program income requirements of 2 C.F.R. Part 200.307 the most current edition of the OJP Financial Guide - Program Income on the use,

disposition, accounting and reporting for program income. The use of program income must be shown on the detailed cost statements.

State Circular Standard Grant Agreement Form, 15-08-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

12. **Audit Requirements:** As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et. seq., the most current edition of the OJP Financial Guide - Audit Requirements, the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Subgrantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described VOCA Program Guidelines. The Subgrantee must submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.

13. **Flood Insurance Protection:** The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **National Historic Preservation Act:** The Subgrantee agrees to assist the U.S. Department of Justice (DOJ) and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. **Compliance with DOJ Requirements:** The Subgrantee agrees to comply with, and assure the compliance of its contractors, with all the requirements imposed by DOJ, including any applicable regulations, contained in Title 28 of the CFR.
16. **Trafficking Victims Protection Act:** The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein, and state the Federal awarding agency may unilaterally terminate this award, without penalty, if a subgrantee or its employees engage in severe forms of trafficking in persons during the period of time that the award is in effect;

procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of this award.

17. **Civil Rights Training:** The Subgrantee shall adopt procedures to respond to discrimination complaints, including those filed directly with the Subgrantee, from its employees and clients, customers, and program participants. These procedures shall be in accordance with the Department of Law and Public Safety's Federal Civil Rights Compliance Policy for Addressing Civil Rights Complaints. The Policy is available via the Internet at <http://www.nj.gov/lps/grants/lps-fed-discim-policy-grants.pdf>.

The Subgrantee also certifies that an Authorized Official, Project Director, or designee has completed the Department's Subrecipient Civil Rights Compliance Training, online at <http://www.nj.gov/lps/grants/lps-subrecipient-civil-rights-compliance.pdf>, has provided DCJ with the original Certificate of Completion as part of its subgrant award package, and maintains a copy in its official Subgrantee file.

18. **Non-Discrimination Requirements:** The Subgrantee agrees to comply, and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

Exception: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subgrantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

19. **Retaliatory Actions:** In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in paragraph 15.
20. **Equal Treatment for Faith Based Organizations:** The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
21. **Limited English Proficiency Standards:** The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at <http://www.lep.gov>.
22. **Reporting and Data Collection Requirements:** The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the U.S. DOJ, the Federal Office for Victims of Crime (OVC), L&PS, and DCJ.
23. **Licensing and Publishing:** The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
24. **Made in America:** Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired for public use, unless the head of the department or independent establishment concerned determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable (41 USCS §8302).

25. **On-the-Job Seat-Belt Usage:** Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
26. **INS Employment Eligibility Form (I-9):** Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
27. **False Claims Act:** The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
28. **Match Requirement:** In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, Financial Guide, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing. If an agency is unable to provide match, DCJ and OVC will consider waivers on a case-by-case basis.
29. **Salary Limits:** The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
30. **Consultant/Speaker Rate:** The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$81.25 per hour or \$650 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide - Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$650 per day the Subgrantee will receive written approval from DCJ.
31. **Equipment:** Equipment must be used, maintained, and disposed of in a manner consistent with the standards outlined in 2 CFR Part 200, Subpart D, Subtitle 3, Equipment (2 CFR 200.313, supplemented by 2 CFR 2800.313), which includes, but is not limited to, the following requirements: title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity subject to the obligations and conditions set forth in 2 CFR 200.313, supplemented by 2 CFR 2800.313; property may not be encumbered without approval of the Federal awarding agency or pass-through entity; property must be used and disposed of in accordance with paragraphs (b), (c) and (e) of 2 CFR 200.313, supplemented by 2 CFR 2800.313; equipment must be used for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project; property records must be maintained that include a description of the property, a serial number or other

identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

32. **Drug-Free Workplace:** Subgrantee must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 28 CFR Part 83.
33. **Federal Funding Accountability and Transparency Act of 2006:** The Subgrantee agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA).
34. **Procurement:** the Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements and agrees to conduct every procurement transaction in an open, free, and fair competition pursuant to 2 CFR Part 200, Subpart D, Subtitle 3, Procurement Standards (2 CFR Part 200.317 et seq.) and the most current edition of the OJP Financial Guide.
Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
35. **Sole Source Procurement:** All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of \$150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from DCJ and DOJ. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908.

A noncompetitive procurement process may be used when a Subgrantee can document:

1. The item or service is available only from a single source;
2. A true public exigency or emergency exists; or
3. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

State General Conditions

1. **Project Delays:** If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to DCJ explaining the implementation delay. Upon receipt of the 90-day letter, DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
2. **Compliance with State and Federal Laws:** The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime (OVC), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
3. **Legal Authority for Application:** The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
4. **Grant Fund Availability:** The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of funds appropriated to L&PS by the State Legislature from state and/or federal revenue streams and other applicable funding sources. In addition, if the Attorney General deems a subgrantee's program a priority, it may affect your funding. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement. In no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set forth in the grant agreement.

5. **Anti-Discrimination/Affirmative Action:** The Subgrantee assures that it will comply, and all of its contractors will comply, with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
6. **Performance Period:** The Subgrantee agrees that the work will be performed within the subgrant period.
7. **Timekeeping Systems:** Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
8. **No State Employee Status:** The Subgrantee understands and agrees that non-State employees or other persons performing services in connection with a subgrant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
9. **Indemnification:** The Subgrantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
10. **Financial Management System:** The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain an accurate and complete disclosure of financial results for each subgrant in the Detailed Cost Statements (DCS), create procedures to determine allowable costs, and provide source documentation for financial records.
11. **Accounting Records:** The Subgrantee agrees to enter, maintain, and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Subgrantee shall disburse grant

funds in accordance with the provisions of the subgrant throughout the project period and in accordance with conditions DCJ may require.

12. **Trust Account:** If the Subgrantee receives an advance of grant funds, the Subgrantee must establish a trust fund to deposit the funds. The trust fund may or may not be an interest-bearing account.
13. **Advances of State Grants:** If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
14. **Final Audits:** In the event a final audit has not been performed prior to the closeout of the grant, L&PS retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
15. **Data and Reporting Requirements:** The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, then L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
16. **Records Retention:** Unless otherwise directed by LP&S, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
17. **Budget Revisions/Grant Extensions:** The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of one (1) percent from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form (GARF). Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed under this agreement. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee, must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days' notice to the Subgrantee, reduce the grant amount by a sum that more fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a

determination is made by L&PS subsequent to the awarding and receipt of the funds by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project, which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.

18. **Compliance with Performance Goals:** The Subgrantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subgrantee monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

- a. The Subgrantee shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.
 - ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
- b. L&PS may, at its discretion, make site visits to:
 - i. Review program accomplishments and management control systems.
 - ii. Provide such technical assistance as may be required.
 - iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - iv. Ensure compliance with all pertinent civil rights laws and regulations.

19. **Failure to Comply with Award Conditions:** If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute, regulation, assurance, general condition, special condition, state plan/application, notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
- b. Disallow all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
- d. Withhold further awards for the program.
- e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
- f. Take other remedies that may be legally available.

20. **Grant Termination:** When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant

and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

21. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
22. **L&PS Termination of the Grant:** The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with an effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.
23. **Mutual Termination of the Grant:** L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
24. **Grant Termination - Notification and Due Process:** If the Subgrant award is terminated for the Subgrantee's failure to comply with Federal statutes, regulations, or terms and conditions of the Subgrant, L&PS will provide notification to the Subgrantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Subgrantee is entitled under any statute or regulation applicable to the action involved.

25. **High Risk Subgrantees:** In addition to the federal requirements regarding High Risk status, located at 2 CFR Parts 200.205 and 200.207, the Subgrantee also agrees to comply with the High Risk status requirements below:
 - a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system that does not appear adequate according to the General Conditions or does not meet the standards set forth in Section VIII of State Circular 07-05-OMB, Grant Agreements - Agency Contracts.
 - iv. Has not conformed to terms and conditions of previous awards.

- v. Is otherwise not responsible, but L&PS determines that an award will be made, then special conditions and/or restrictions shall correspond to the high risk status and shall be included in the award.
- b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by L&PS and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
26. **Subcontracts and Assignments:** The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of DCJ. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
27. **Contracts with Subcontractors/Vendors:** The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
- a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for the field of service. All rates must be pre-approved by DCJ.
 - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid) with appropriate monitoring, oversight, and authority.
 - d. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

28. **Public Works Contractor Registration:** The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.
29. **Allowable Costs:** The Subgrantee agrees that grant funds will be used only for allowable costs as determined by applicable federal cost principles specific to the Subgrantee located at 2 C.F.R. 200.400 et seq. and in the OJP Financial Guide - Allowable Costs, the VOCA Program Guidelines, and State Circular Letter 07-05-OMB, Grant Agreements - Agency Contracts.
30. **Purchase of Equipment:** The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
31. **Purchase of Consumable Supplies:** The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
32. **Purchase of Services:** Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
33. **Purchase of Services by State Agencies:** For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
34. **Entertainment, Meals, and Refreshments:** The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide - Food and Beverage, when using subgrant funds to purchase food, beverages, and refreshments for project activities.
35. **Travel/Training:** Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

- 36. **Property:** The Subgrantee agrees that property furnished by L&PS, acquired in whole or in part with federal or L&PS funds, or whose cost was charged to a project supported by federal or L&PS funds, shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
- 37. **Overtime:** The Subgrantee agrees that overtime expenses must be directly related to pre-approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
- 38. **Insurance Costs:** The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
- 39. **Corruption of Public Resources Act:** The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years and a fine of up to \$500,000, pursuant to N.J.S.A. 2C:30-8.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

Subrecipient

V-74-15

Subaward #

Signature of Authorized Official

Title (County Executive, County Manager,
County Supervisor, or County Board President)

Robert M. Damminger, Freeholder Director

Date

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FFY 2015
VICTIMS OF CRIME ACT (VOCA)

SPECIAL CONDITIONS

Subrecipient: Gloucester County
Project Title: County Office of Victim Witness Advocacy
Subaward Number: V-74-15
Project Duration: 07/01/17 to 06/30/18

Federal Special Conditions

- 1. OMB Uniform Guidance (2 CFR Part 200, et seq.):** The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R, Part 2800 (the "Part 200 Uniform Requirements") as this is a 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the 2 C.F.R. Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

Potential availability of grace period for procurement standards: Under the 2 C.F.R. Part 200 Uniform Requirements, a time limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the 2 C.F.R. Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, please see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

- 2. Applicable Requirements and Procedures:** The Subrecipient agrees to comply, and assure the compliance of its contractors, with the applicable provisions, requirements, and procedures of

the federal Office of Justice Programs (OJP), Office for Victims of Crime (OVC), available at <http://www.ojp.usdoj.gov/ovc/>, the Victims of Crime Act (VOCA), 42 U.S.C. §10601 *et seq.*, the VOCA Grant Program Guidelines, the State of New Jersey VOCA Victim Assistance Grant (VAG) Program Administration and Funding Guidelines, and any requirements outlined in the notification, award, and other correspondence sent to the Subrecipient.

The Subrecipient agrees that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, 42 U.S.C. 10603(a)(2) and (b)(1) and (2), which require that the subrecipient:

- a. is an eligible victim assistance organization, 42 U.S.C. 10603(a)(2);
 - b. is not using the funding to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
 - c. is allocating funding in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.
3. **2015 DOJ Grants Financial Guide:** The Subrecipient agrees to comply with the current edition of the OJP Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
 4. **Equal Employment Opportunity Plan:** The Subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the Subrecipient, and may result in suspension or termination of funding until such time as the Subrecipient is in compliance, or termination of the award.
 5. **Outstanding Audit Issues:** The Subrecipient understands and agrees that the New Jersey Division of Criminal Justice (DCJ) may withhold funds, or may impose other related requirements, if the Subrecipient does not satisfactorily and promptly address outstanding issues (if any) from audits required by the 2 C.F.R. Part 200 Uniform Requirements or by the terms of this award, and any other audits of OJP grant funds, as further described in the current edition of the OJP Financial Guide.
 6. **Lobbying Prohibition:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval from DCJ and OJP, through DCJ.
 7. **False Claims Act:** The Subrecipient must promptly refer first to DCJ, and then to the DOJ OIG, any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has –
 - (1) submitted a claim for award funds that violates the False Claims Act; or

(2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG:

via mail: Office of the Inspector General, U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, DC 20530

via e-mail: oig_hotline@usdoj.gov

via hotline: 1-800-869-4499 (contact information in English and Spanish)

via hotline fax 1-202-616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters:

No Subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this award, the Subrecipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the Subrecipient does or is authorized to make subawards or contracts under this award—
 - i. it represents that—

1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
9. **ACORN Prohibition:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
10. **High-Risk Subrecipients:** The Subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk subrecipient. Cf 28 C.F.R. parts 66, 70.
11. **System for Award Management (SAM):** The Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The Subrecipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 12. Texting and Driving Prohibition:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 13. Conferences, Meetings, Trainings, and other Event Costs:** The Subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
- 14. Trainings and Related Materials:** The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 15. Religious or Moral Beliefs Discrimination Prohibition:** The Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
- 16. Computer Network Requirements Regarding Pornography:** The Subrecipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 17. De Minimis Indirect Cost Rate:** A Subrecipient that is eligible under the 2 C.F.R. Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.4140, and that elects to use the "de minimis" indirect cost rate, agrees to advise OJP, through L&PS and DCJ, in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements, The "de minimis" rate may be applied only to modified total direct costs (MTDC).
- 18. Data Collection and the Government Performance and Results Act:** The Subrecipient must collect, maintain, and provide to OJP, through DCJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified

in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

- 19. Access to Records:** The Subrecipient authorizes the OVC, the Office of the Chief Financial Officer (OCFO), and DCJ, and their representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA Subrecipients will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.
- 20. Subgrant Award Report (SAR):** The Subrecipient agrees to submit a Subgrant Award Report (SAR) to OVC, through DCJ, for each subaward it has under VOCA victim assistance funding, within forty-five (45) days of the award of funds to the subrecipient. States and territories are required to submit this information to OVC through the automated system.
- 21. Demographic Data:** The Subrecipient assures that it will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.
- 22. Discrimination Findings:** The Subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to DCJ and the Office for Civil Rights of OJP.
- 23. National Environmental Policy Act:** The Subrecipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Subrecipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Subrecipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
- 24. Federal Funding Accountability and Transparency Act of 2006 (FFATA):** The Subrecipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

The details of recipient and subrecipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 25. Performance Reports:** The Subrecipient agrees to submit performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, the Subrecipient agrees to submit to DCJ such information quarterly.

- 26. Availability of Financial Statements:** All non-profit Subrecipients of VOCA Assistance funding under this award must make their financial statements available online (either on the recipient's, the subrecipient's, or another publicly available website). OVC will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

- 27. Non-profit Status:** All non-profit subrecipients of VOCA Assistance funding agree to certify their non-profit status. The Subrecipient may certify its non-profit status by submitting a statement to DCJ (to be placed in the grant file) affirmatively asserting that the Subrecipient is a non-profit organization, and indicating that it has on file, and available upon audit, either — 1) a copy of the Subrecipient's 501(c)(3) designation letter; 2) a letter from the Subrecipient's state/territory taxing body or state/territory attorney general stating that the Subrecipient is a non-profit organization operating within the state/territory; or 3) a copy of the Subrecipient's state/territory certificate of incorporation that substantiates its non-profit status. Subrecipients that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Subrecipient is a local non-profit affiliate.

Program Specific Special Conditions

1. **Financial and Programmatic Reporting:** The Subrecipient agrees to file timely monthly or quarterly (as specified by letter sent with the fully executed contract) Detailed Cost Statements (DCS) with state payment vouchers and to file timely quarterly programmatic progress reports. A Final DCS must be filed to document receipt and expenditures of all grant funds. The last quarter programmatic progress report will serve as the final report.
2. **Volunteers:** The Subrecipient agrees to use volunteers in the victim services project as a condition of receiving VOCA funds. If the Subrecipient is not using volunteers, a waiver from the State Office of Victim Witness Advocacy for this project must be obtained.
3. **Victim Aid, Consumable Supplies and Equipment:** The Subrecipient must obtain Division of Criminal Justice approval for purchases if not itemized in the Budget Detail Form or Budget Narrative.
4. **Victims of Crime Compensation Office:** The Subrecipient agrees to inform victims about the Victims of Crime Compensation Office (VCCO) and assist victims in filing claims, upon request of the victim.
5. **No charge to Victims for VOCA Funded Services:** The Subrecipient agrees to provide services to crime victims, at no charge, through the VOCA funded project.
6. **Audit Requirements:** The Subrecipient agrees to comply with the audit requirements of State Circular 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, in addition to the federal audit requirements (i.e. the federal Single Audit Act of 1984, Pub. L. 98-502, as amended; the organizational audit requirements of 2 C.F.R. Part 200.500, et. seq.; and the most current edition of the OJP Financial Guide - Audit Requirements, the Government Accountability Office's Government Auditing Standards (Yellow Book)).
7. **Publications:** The Subrecipient agrees that it shall submit one (1) copy of all reports and proposed publications resulting from funding under this grant, 120 days prior to public release. The Subrecipient agrees that any written, visual, or audio publications, with the exception of press releases, whether published at the Subrecipient's or government's expenses, shall contain the following statement:

“This project was supported by Grant Number _____ (if applicable, contact grant analyst for Grant Number) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this product are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

The Subrecipient agrees to follow the current edition of the OJP Financial Guide for allowable printing activities. The Subrecipient agrees to follow OVC's publishing Guidelines available at www.ovc.gov/publications/infores/pubguidelines/welcome.html.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Victims of Crime Act (VOCA) Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that my agency will comply with the provisions of the VOCA Grant Program and all other applicable federal and state laws, regulations, and guidelines.

Subgrantee

V-74-15

Grant Number

Signature of Authorized Official

Title (e.g. Executive Director, Agency Head, President, Chairperson of the Board)

Robert M. Damminger, Freeholder Director

Date

Applicant: County of Gloucester

Grant No: V 74-15

Budget Detail Form

COST ELEMENT						
A. Personnel 1. Salaries and Wages List each name and position	% of time (or number of hours) spent on the project to be funded with Subaward Funds and/or Match	Annual Salary or Hourly Rate	Subaward Funds	Match	Project Total	
Kris Gallagher, VW Coordinator	43%	\$77,416	\$33,289		\$33,289	
Lillian Robinson, VW Advocate	43%	\$70,988	\$30,524		\$30,524	
Rosemarie Seider Paquin, VW Advocate	39%	\$70,988	\$27,685		\$27,685	
Donna Adair, VW Advocate	47%	\$70,988	\$33,364		\$33,364	
Leslie Taylor, VW Advocate	49%	\$60,927	\$29,854		\$29,854	
Evelyn Montoya, VW Advocate	16%	\$35,046	\$5,607		\$5,607	
Angela Brown, VW Clerical	51%	\$52,857	\$26,957		\$26,957	
SUB-TOTAL SALARIES AND WAGES			\$187,280		\$187,280	

Applicants must submit a Budget Detail Form detailing how both the requested subaward funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown.

Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: County of Gloucester

Grant No: V 74-15

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position **CFR=60.64%**

	Subaward Funds	Match	Project Total
Kris Gallagher \$33,289 x 60.64% = \$20,186 Pension 15.00% = \$4993, Group Ins 37.77% = \$12,573, FICA 7.65% = \$2547, NJES .22% = \$73		\$20,186	\$20,186
Lillian Robinson \$30,524 x 60.64% = \$18,510 Pension 15.00% = \$4579, Group Ins 37.77% = \$11,529, FICA 7.65% = \$2335, NJES .22% = \$67		\$18,510	\$18,510
Rosemarie Seider-Paquin \$27,685 x 60.64% = \$16,788 Pension 15.00% = \$4153, Group Ins 37.77% = \$10,456, FICA 7.65% = \$2118, NJES .22% = \$61		\$16,788	\$16,788
Donna Adair \$33,364 x 60.64% = \$20,231 Pension 15.00% = \$5005, Group Ins 37.77% = \$12,601, FICA 7.65% = \$2552, NJES .22% = \$73		\$20,231	\$20,231
Leslie Taylor \$29,854 x 60.64% = \$18,103 Pension 15.00% = \$4478, Group Ins 37.77% = \$11,276, FICA 7.65% = \$2284, NJES .22% = \$65		\$18,103	\$18,103
Evelyn Montoya \$5,607 x 60.64% = \$3,400 Pension 15.00% = \$841, Group Ins 37.77% = \$2,118, FICA 7.65% = \$429, NJES .22% = \$12		\$3,400	\$3,400
Angela Brown \$26,957 x 60.64% = \$16,347 Pension 15.00% = \$4043, Group Ins 37.77% = \$10,182, FICA 7.65% = \$2,062, NJES .22% = \$59		\$16,347	\$16,347
Fringe Benefits rate Breakdown			
Pension 15.00%			
Group Insurance 37.77%			
FICA 7.65%			
NJES .22%			
Total Fringe Benefits rate 60.64%			

SUB-TOTAL FRINGE BENEFITS		\$113,565	\$113,565
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TOTAL SALARIES, WAGES AND FRINGE	\$187,280	\$113,565	\$300,845
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Applicant: County of Gloucester

Grant No: V 74-15

Budget Detail Form

COST ELEMENT			Subaward Funds	Match	Project Total
B. Purchase of Services					
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs of professional services	Unit Cost/ Hourly Rate	Units/ Project Hours		
1. National Center for Victims of Crime 2018 National Training Institute Registration for 2 Advocates @ \$700 = \$1400				\$1,400	\$1,400
2. 2018 NOVA 44 th Annual Training Registration for 2 Advocates @ \$600 = \$1200				\$1,200	\$1,200
3. 2018 EVAWI Conference Registration for 1 Advocate @ \$ 545 = \$545				\$545	\$545
4. 2017 20 th Annual Sex Crimes Information Sharing Conference Registration for 2 Advocates @ \$175 = \$350				\$350	\$350
5. Cell Phone Services: \$55 per month x 7 advocates x 12 months = \$4,620				\$4,620	\$4,620
See budget narrative for details for all the above					
TOTAL PURCHASE OF SERVICES				\$8,115	\$8,115

Applicant: County of Gloucester

Grant No: V-74-15

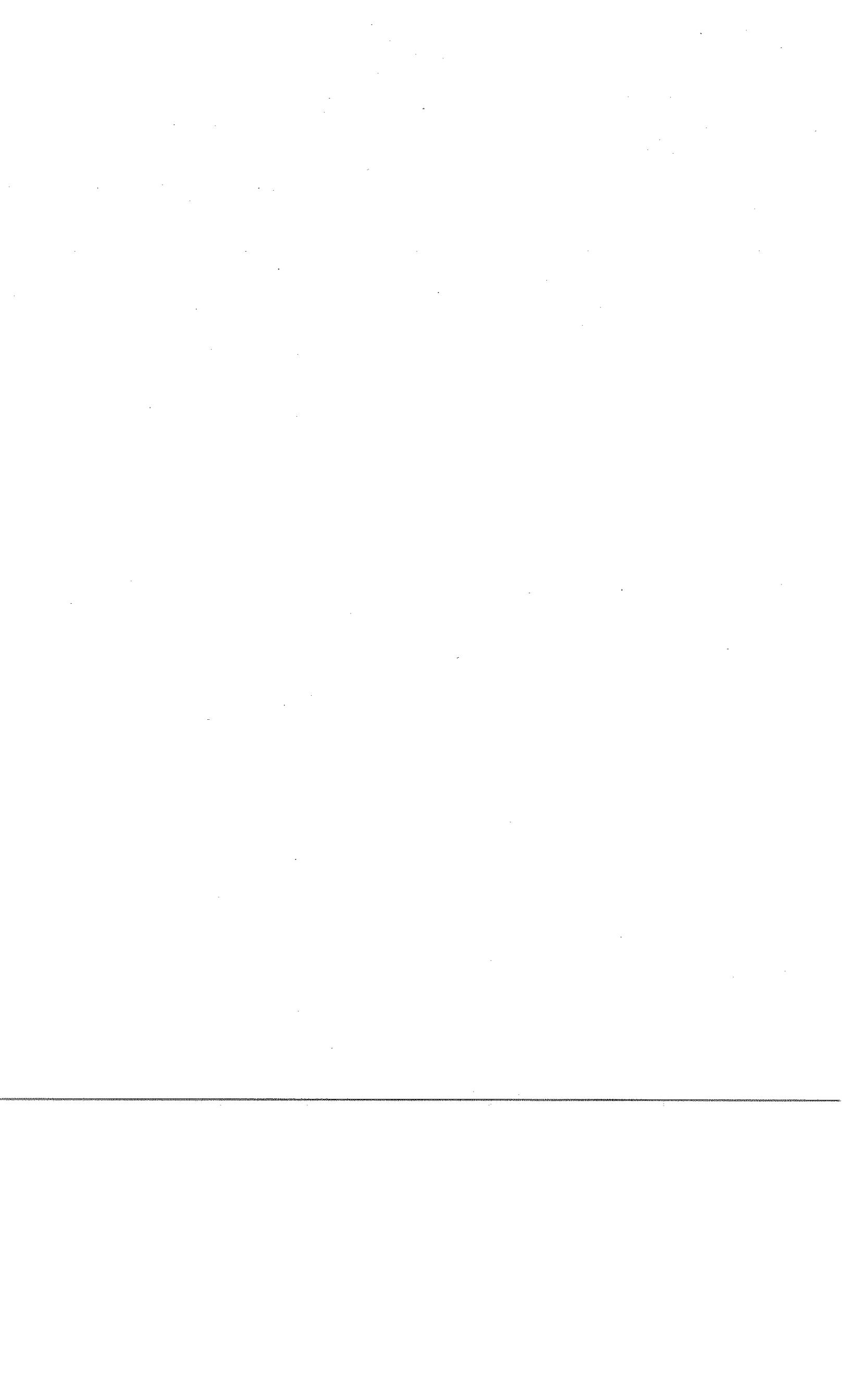
Budget Detail Form

COST ELEMENT	Subaward Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
Postage 30,612 @ .49	\$15,000		\$15,000
Envelopes 20,000 @ \$20.75 per box: \$28.75 x 20,000 = \$575	\$575		\$575
Printing Paper 20 cases @ \$24.34 per case = \$487.00	\$487		\$487
Laptop @ \$2116.16 x 7 = \$14,813	\$14,813		\$14,813
Wireless mouse @ \$14.99 x 7 = \$105	\$105		\$105
Travel Keyboard @ \$117 x 7 = \$819	\$819		\$819
cellular phones @ \$100 x 7 = \$700	\$700		\$700
Filing Cabinets @ \$400 x 2 = \$800	\$800		\$800
Desk Chairs @ \$250 x 9 = \$2,250	\$2,250		\$2,250
See budget narrative for details for all the above			
TOTAL CONSUMABLE SUPPLIES	\$35,549		\$35,549

Applicant: County of Gloucester

Grant No: V74-15

E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)	Subaward Funds	Match	Project Total
Rent (in budget narrative, indicate square footage and cost per square foot)			
Utilities (in budget narrative, specify utility)			
Telephone (landline)			
Other (specify)			
Other (specify)			
TOTAL FACILITIES			



Victims of Crime Act (VOCA) Grant Program
V-74-15
Budget Narrative

PERSONNEL

A1. Salary & Wages (Subgrant Funds) \$187,280

Kris Gallagher is the Victim Witness Coordinator with an annual salary of \$77,416. We are requesting the grant to pay \$33,289, which represents 43% of her salary. Kris is the coordinator and supervisor of the unit. She provides direct victim services to victims of all crime types. She is also the MDT Coordinator representing Gloucester County.

Lillian Robinson is a Victim Witness Advocate with an annual salary of \$70,988. We are requesting the grant to pay \$30,524, which represents 43% of her salary. Lillian provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters. She is also the office representative for The Gloucester County Sexual Assault Prevention Coalition.

Rosemarie Seider Paquin is a Victim Witness Advocate with an annual salary of \$70,988. We are requesting the grant to pay \$27,685, which represents 39% of her salary. Rosemarie provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters. She is also the office's representative for The Gloucester County Elder Abuse Committee.

Donna Adair is a Victim Witness Advocate with an annual salary of \$70,988. We are requesting the grant to pay \$33,364, which represents 47 % of her salary. Donna provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters.

Leslie Taylor is a Victim Witness Advocate with an annual salary of \$60,927. We are requesting the grant pay \$29,854, which represents 49% of her salary. Leslie provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters.

Evelyn Montoya is a Victim Witness Advocate with an annual salary of \$35,046. We are requesting the grant pay \$ 5,607, which represents 16% of her salary. Evelyn provides direct victim services to victims of domestic violence Superior Court pre indictment matters and domestic violence municipal court proceedings.

Angela Brown is a Clerk 3 with an annual salary of \$52,857. We are requesting the grant pay \$26,957, which represents 51% of her salary. Angela is the clerk for the Victim Witness Unit.

The salary figures are based on the CWA contract in effect from January 1, 2015 to January 1, 2018.

Salary Match

No Match in Salary

A2. Fringe Benefits (Match Funds Only)

\$113,565

- Kris Gallagher \$33,289 x 60.64% = **\$20,186**
Pension 15.00% = \$4993, Group Ins. 37.77% = \$12,573, FICA 7.65% = \$2547, NJES .22% = \$73
- Lillian Robinson \$30,524 x 60.64% = **\$18,510**
Pension 15.00% = \$4579, Group Ins. 37.77% = \$11,529, FICA 7.65% = \$2335, NJES .22% = \$67
- Rosemarie Seider-Paquin \$27,685 x 60.64% = **\$16,788**
Pension 15.00% = \$4153, Group Ins. 37.77% = \$10,456, FICA 7.65% = \$2118, NJES .22% = \$61
- Donna Adair \$33,364 x 60.64% = **\$20,231**
Pension 15.00% = \$5005, Group Ins. 37.77% = \$12,601, FICA 7.65% = \$2552, NJES .22% = \$73
- Leslie Taylor \$29,854 x 60.64% = **\$18,103**
Pension 15.00% = \$4478, Group Ins. 37.77% = \$11,276, FICA 7.65% = \$2284, NJES .22% = \$65
- Evelyn Montoya \$5,607 x 60.64% = **\$3,400**
Pension 15.00% = \$841, Group Ins. 37.77% = \$2,118, FICA 7.65% = \$429, NJES .22% = \$12
- Angela Brown \$26,957 x 60.64% = **\$16,347**
Pension 15.00% = \$4043, Group Ins. 37.77% = \$10,182, FICA 7.65% = \$2,062, NJES .22% = \$59

Fringe Benefits are being used as matching funds in this grant. The current fringe benefit rate for Gloucester County CWA employees is 60.64%. Matching fringe benefits are being charged to three of the Victim Advocate positions. The 2017 Gloucester County Fringe Benefits memo is included in this application.

B. PURCHASE OF SERVICES

\$8,115.00

1. National Center for Victims of Crime 2018 Training

Two advocates will attend the National Center for Victims of Crime 2018 National Training Institute. The National Training Institute will emphasize a multidisciplinary approach to sharing promising practices, current research and effective programs and policies that are victim-centered, practice-based, and research-informed. The National Training Institute is a forum for law enforcement, victim service providers, allied practitioners, policymakers and researchers to share current developments and build new collaborations. Sessions highlight practical information to better support services for the wide range of persons victimized by crimes of all

types. National Center for Victims of Crime 2018 National Training Institute. Location not yet determined

Registration- \$700 per person
\$700 x 2 advocates = \$1,400.00 \$1,400.00

2. 2018 NOVA 44th Annual Training

Two advocates will attend the 2018 NOVA 44th Annual Training. NOVA's mission is to champion dignity and compassion for those harmed by crime and crisis. Founded in 1975, NOVA is the oldest national victim assistance organization of its type in the United States as the recognized leader in this noble cause.

2018 NOVA Annual Training
August 2018/San Diego, CA

Registration- \$600 per person
\$600 x 2 advocates = \$1,200.00
\$1,200.00

3. End Violence Against International 2018 Conference

One advocate will attend the End Violence Against Women International 2018 Conference on Sexual Assault, Domestic Violence, and Systems Change. The conference goal is to inspire and educate those who respond to gender-based violence, equipping them with the knowledge and tools they need to support victims and hold perpetrators accountable. To promote victim-centered, multidisciplinary collaboration, which strengthens the response of the criminal justice system, other professionals, allies, and the general public -- making communities safer.

2018 EVAWI Conference -- Chicago, IL
April 3-5, 2018

Registration - \$545 (must register by 3/2/18) = \$545.00 \$545.00

4. 20th Annual Sex Crimes Information Sharing Conference

Two advocates will be attending the 20th Annual Sex Crimes Information Sharing Conference. The conference is to bring together federal, state and local law enforcement agencies, Multi-Disciplinary Team Personnel and SART/SANE personnel to discuss current/emerging trends in high profile special victim cases and child exploitation investigations.

2017 20th Annual Sex Crimes Information Sharing Conference
November 29-December 1, 2017

Registration- \$175 per person
\$175 x 2 advocates = \$350 \$350.00

5. Cell Phone Services

\$55 per month x 7 advocates x 12 months \$4,620.00

The advocates need the phone service to be able to contact victims from court as there are no outside lines. They would also be able to be more accessible to victims for trials and bail reform contact.

TOTAL For Purchase of Services \$8115.00

C. Travel, Transportation & Subsistence \$9,135.00

As stated above, this office would like to send advocates to conferences sponsored by the National Center for Victims of Crime National Training Institute, NOVA and EVAWI conference. In order to provide the best services possible to victims and witnesses, it is important that the Victim Witness staff keep current in new practices and procedures. It is essential to provide our advocates with training so they will have the tools needed to assist victims and witnesses to the best of their ability. Funds from this grant will facilitate transportation and accommodations for an advocate while they attend this training. This will include travel, lodging and meals. The amount requested for travel, transportation and subsistence purposes from this grant is \$9,135. Following are detailed expenses:

1. The National Center for Victims of Crime 2018 National Training Institute

Hotel - \$265 per night
\$265night x 3 nights = \$795 x 2 advocates = \$1,590.00

Travel - Travel will consist of airfare, baggage & shuttle costs. Since airfare changes daily we are estimating the cost of airfare to be approximately \$450 per person, based on current costs for travel for this month of travel. Baggage is \$25 each way for a total of \$50 per person. Also, the average shuttle rates are \$100 round-trip. After approval, the lowest rates available will be utilized.

\$450 pp round trip airfare x 2 advocates = \$900
\$100 pp ground transportation x 2 advocates = \$200
\$50 pp baggage x 2 advocates = \$100

Meals - \$50.00 per day/pp x 4 days = \$200 x 2 advocates = \$400.00

Total for 2 advocates to attend the NCVCC \$3,190.00

2. The 44rd Annual NOVA Training Event

Hotel - \$265 per night
\$265/night x 5 nights = \$1325 x 2 advocates=\$2,650

Travel - Travel will consist of airfare, baggage & shuttle costs. Since airfare changes daily, we are estimating the cost of airfare to be approximately \$450 per person, based on current costs for this month of travel. Baggage is \$25 each way for a total of \$50 per person. Also, the average shuttle rates are \$100 round-trip. After approval, the lowest rates available will be utilized.

\$450 pp round trip airfare x 2 advocates = \$900
\$100 pp ground transportation x 2 advocates = \$200
\$50 pp baggage x 2 advocates = \$100

Meals - \$50.00 per day/pp x 5 days = \$250 x 2 advocates = \$500.00

Total for 2 advocates to attend NOVA: **\$4,350.00**

3. 2018 EVAWI Conference- Chicago, IL

April 3-5, 2018

Hotel- \$265 per night
\$265/night x 3 nights = \$795

Travel- Travel will consist of airfare, baggage & shuttle cost. Since airfare changes daily, we are estimating the cost of airfare to be approximately \$450 based on current costs for this month of travel. Baggage is \$25 each way for a total of \$50. Also, the average shuttle for this airport location is \$100 round-trip. After approval, the lowest rates available will be utilized.

\$450 pp round trip airfare for 1 advocate = \$450
\$100 pp ground transportation for 1 advocate = \$100
\$50 pp baggage for 1 advocate = \$50

Meals- \$50 per day x 4 days = \$200

Total for 1 advocate to attend EVAWI: **\$1,595.00**

Total for Travel, Transportation & Subsistence \$9,135.00

D. CONSUMABLE SUPPLIES

\$35,549.00

1. Postage

@.49 x 30,612 stamps **\$15,000.00**

The Victim Witness Unit sends out over 30,000 letters and notices throughout the year.

2. Envelopes

20,000 envelopes @ \$28.75 per box. $28.75 \times 20,000 =$ **\$575.00**

The Victim Witness Unit sends out over 30,000 letters and notices throughout the year.

3. Printing Paper

@24.34 per case x 20 **\$487**

The Victim Witness Unit sends out over 30,000 letters and notices each year.

4. Tablets

7 tablets @ \$2,116.16/tablet: $2,116.16 \times 7$ **\$14,813**

We would like each of the advocates to be able to carry a tablet to court with them so they can access essential information about the cases they are working. They would also be able to access INFOSHARE to add important information.

5. Wireless Mouse

7 wireless mouse @ \$14.99: 14.99×7 **\$105**

The wireless mouse will make it easier and more functional to use the touch screen.

6. Travel Keyboard

7 travel keyboard @ \$117/keyboard: 117×7 **\$819**

These will allow the advocate to type more efficiently with the tablets requested. It also serves as a cover for the screen when closed.

7. Cell Phones (Physical Handset)

7 handset cell phones @ \$100/phone: 100×7 **\$700**

The advocates need the phones to be able to contact victims from court as there are no outside lines. They would also be able to be more accessible to victims for trials and bail reform contact.

8. Filing Cabinets

2 filing cabinets @ \$400/cabinet: \$400 x 2 **\$800**

We have outgrown our current file system to house the parole notifications, assault and death by auto victim non-criminal files and VCCO applications.

9. Desk Chairs

9 desk chairs @ \$250/chair: \$250 x 9 **\$2,250**

The office furniture has not been updated in a number of years and the VW staff would benefit from new chairs.

Total Consumable Supplies \$35,549.00

E. Facilities, Office Space, Utilities

No request made in this category.

F. Equipment

1. Vehicle \$20,000.00

A vehicle is needed for the Domestic Violence Advocate who travels to 8 municipal courts throughout the county. Currently the advocate uses her own personal vehicle.

2. Video Conferencing Package

Videoconference camera, monitor, cart, installation and service **\$5,738.00**

This will enable us to provide the capability for juvenile and adult victims to testify remotely in trial situations. These are victims served by the victim witness office of the county. A trial judge could order the taking of the testimony of a witness 16 or younger on closed-circuit television in prosecutions for aggravated sexual assault, sexual assault, aggravated criminal sexual contact, criminal sexual contact, human trafficking involving sexual activity, child abuse, or in any action

alleging an abused or neglected child, if the court found a substantial likelihood that the witness would suffer severe emotional or mental distress if required to testify in open court.

Total for Equipment **\$25,738.00**

G. Victim Aid

No request made in this category.

GRANT TOTALS	
Subaward Funds	\$ 265,817
Match Funds	\$ 113,565
Total Project Cost	\$ 379,382

RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT V-51-15 GRANT TERM FROM OCTOBER 1, 2016 TO MARCH 31, 2018

WHEREAS, by resolution adopted on October 19, 2016, a grant application with the NJ Division of Criminal Justice was authorized on behalf of the County Prosecutor's Office relative to the Victims of Crime Act (VOCA) Grant VCS-51-15, with grant funds in the amount of \$320,843.00 and an in-kind match of \$66,370.00, for a total of \$387,213.00 for grant period July 1, 2016 to December 31, 2016; and

WHEREAS, after submission the application, the State required modifications which were authorized by resolution adopted on April 5, 2017 to revise the grant amount to \$321,574.00, with an in-kind match of \$66,548.00, for a total amount of \$388,122.00; and

WHEREAS, thereafter, the grantor adjusted the budget and extended the grant term, which was approved by resolution on November 8, 2017 and resulted in the grant amount of \$311,836.00 with an in-kind match of \$80,373.00 for a total amount of \$392,209.00 from July 1, 2016 to June 30, 2018; and

WHEREAS, the grant term must be modified to correct the grant term to reflect the period from October 1, 2016 to March 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That amendment to the Victims of Crime Act (VOCA) Grant, VCS-51-15 is hereby authorized and approved to revise the grant term for the period from October 1, 2016 to March 31, 2018.
2. The Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment; and,
3. All terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

RESOLUTION AUTHORIZING THE PURCHASE OF LEAD ANALYSIS EQUIPMENT FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC. FOR \$42,230.00

WHEREAS, the Gloucester County (hereinafter the "County") Department of Health has the need for lead analysis equipment, per bid specifications set forth in PD-18-010; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of such equipment for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Thermo Scientific Portable Analytical Instruments, Inc., with an address of 2 Radcliff Road, Tewksbury, MA 01876, was the lowest responsive and responsible bidder for the purchase of lead analysis equipment pursuant to PD-18-010, for a total amount of \$42,230.00; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the amount of \$42,230.00, pursuant to CAF# 18-01406 which amount shall be charged against budget line item G-02-18-329-330-20699.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase lead analysis equipment from Thermo Scientific Portable Analytical Instruments, Inc., per bid specifications set forth in PD-18-010, for a total amount of \$42,230.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

6-1

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES
18-01406
NO.

Pg 1

**S
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GLOUC. CO HEALTH DEPT. ADM
204 E. HOLLY AVE.
SEWELL, NJ 08080
856-218-4100

ORDER DATE: 02/16/18
REQUISITION NO: R8-01410
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

**V
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R**
VENDOR #: THERM030
THERMO SCIENTIFIC PORTABLE
ANALYTICAL INSTRUMENTS, INC.
2 RADCLIFF ROAD
TEWKSBURY, MA 01876

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	Lead Analysis Equip. - Env. To purchase the following: Lead Paint Analyzer(XLp300 A Series P) Cost - \$15,120.00 and Consumer Lead Paint Analyzer(XL3t 700S GOLDD+) Cost - \$26,870.00 Shipping for both pieces of equipment is \$240.00 (\$120.00 ea.) Total Cost = \$42,230.00 *See attached quotes **Special Note: Please sign the voucher at the bottom left (X) & return it with your invoice to the "SHIP TO" address above in order to expedite payment.	G-02-18-329-330-20699 Other Equipment	42,230.0000	42,230.00
			TOTAL	42,230.00

CLAIMANT'S CERTIFICATION & DECLARATION
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE _____ DATE _____
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____
MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS

RECEIVER'S CERTIFICATION
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE
**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO
[Signature]
PURCHASING DIRECTOR

UNIQUE COPY ONLY AND RETURN FOR PAYMENT

<p>PD 018-010 Bid Opening 02/08/2018 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF LEAD ANALYSIS EQUIPMENT FOR THE COUNTY OF GLOUCESTER AS COUNTY AS ALLOWED THROUGH THE COUNTY CK-01-GC & 16GLCP</p>		<p>VENDOR: Thermo Scientific Portable Analytical Instruments, Inc. 2 Radcliff Road Tewksbury, MA 01876 Matthew Quinn, Contracts Manager 978-215-1390 matt.quinn@thermofisher.com</p>	
ITEM DESCRIPTION			
1. Lead Paint Analyzer Cost (Xlp300 A Series P)		\$15,120.00	
2. Consumer Lead Paint Analyzer Cost (XL3t 700S GOLDD+)		\$26,870.00	
3. Other Fees Charges		\$0.00	
4. Training/Certification Fee		Included in price	
5. Annual Calibration/Certificate of Calibration Service Fee:		XLP 300A \$1,995.00 per year XL3t 700S \$3,295.00 per year	
6. TOTAL COST		\$47,280.00	
VARIATIONS		XLP 300A only offers lead based paint mode.	
<p>Based upon the bids received, I recommend Thermo Scientific Portable Analytical Instruments, Inc. be awarded the contract as the lowest, responsive, responsible bidder.</p>			
Will you extend your prices to local government entities within the County		Yes	
Bid specifications sent to:		North America Procurement Council, Inc. Onvia Prime Vendor	
		Sincerely,	
		Peter Mercanti Purchasing Director	

RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2018 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT

WHEREAS, the Federal Transit Administration awards federal grants and cooperative agreements at its discretion and requires applicants to sign and submit an annual list of Certifications and Assurances; and

WHEREAS, the County has been provided the fiscal year 2018 Annual List of Certifications and Assurances; and

WHEREAS, these certifications must be submitted to the FTA irrespective of whether the project is financed under authority 49 U.S.C. Chapter 53, or Title 23, United States Code, or another Federal Statute.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders hereby authorizes:

1. The Freeholder Director and County Counsel to attest to Federal 2018 Annual Certification and Assurances to receive Federal Transit Administration (FTA) Assistance applicable to Federal grants administered by NJ Transit;
2. The Freeholder Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to all documents necessary in order to effectuate to purpose of the within Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held of Wednesday, March 7, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**
(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: County of Gloucester

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. X

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Agency Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grants Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: County of Gloucester

Name and Relationship of the Authorized Representative: Robert M. Damminger, Freeholder Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Robert M. Damminger, Freeholder Director
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Gloucester

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Carmen Malignaggi
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT**

- I, Robert M. Damminger (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:
- The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.
- The Subrecipient shall make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability unless the subrecipient can demonstrate that making the accommodations would fundamentally alter the nature of the service, program, or activity or result in an undue financial and administration burden.
- The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.
- Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
- All individuals using wheelchairs shall be transported in the Subrecipient's vehicles.
- The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.
- The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured.
- The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.

- Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle. The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.
- The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.
- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Any and all ADA complaints shall be reported to NJ TRANSIT:

COMPLAINTS	
Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If YES, provide a detailed description of the allegation and the current status and/or outcome.	
Has any federal entity conducted an ADA compliance review of your agency within the last three years?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.	
Has your agency had a finding of non-compliance by any other federal agency?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Certification of ADA Compliant Service

This is to certify that County of Gloucester (**Name of Agency**) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

Signature

Robert M. Damminger
Print Name of Authorized Official

Freeholder Director
Title

Date

FTA LOBBYING CERTIFICATION

Required (An authorized representative of the applicant must sign and submit this certification.)**

The undersigned applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)

- (3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)–(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

(The Applicant) County of Gloucester Division of Transportation certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Applicant's Authorized Representative: _____

Print Name of Applicant's Authorized Representative: Robert M. Damminger

Title of Applicant's Authorized Representative: Freeholder Director

Date _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.

IMPORTANT NOTICE TO ALL SUBRECIPIENTS, VENDORS AND CONSULTANTS

**ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)
JOB ACCESS AND REVERSE COMMUTE GRANT (Section 3037 of TEA-21, 49 U.S.C. §5309)
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)
URBANIZED AREA FORMULA PROJECT (Cumberland County) (49 U.S.C. §5307)**

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAW**

I, Robert M. Damminger (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit, to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

County of Gloucester
(*Print Name of Subrecipient Agency*)

(*Signature of Authorized Principal or Officer*)

Robert M. Damminger, Freeholder Director
(*Print Name and Title of Signatory*)

Sworn to and subscribed to before me, this _____ day of _____, 20_____

Notary Public

RESOLUTION AUTHORIZING EXECUTION OF A GRANT APPLICATION WITH NJ TRANSIT FOR THE FFY 2015 SECTION 5310 GRANT FOR FUNDING OF CAPITAL AND OPERATING PROJECTS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR \$200,000.00 WITH AN IN-KIND MATCH OF \$200,000.00, FOR A TOTAL AMOUNT OF \$400,000.00

WHEREAS, the County of Gloucester seeks to improve mobility for older adults and individuals with disabilities by providing free transportation services, and NJ Transit has available funding for Capital and Operating projects regarding said services; and

WHEREAS, the Division of Transportation Services (“DTS”) has submitted an electronic application to NJ Transit under the Federal Transit Administration Section 5310 Grant program for funding to be used for Capital projects/vehicle award (lease of two extended minibuses 16 seats 2 securements), and Operating projects; and

WHEREAS, NJ Transit is the State agency responsible for administering the Section 5310 Grant and performing all requirements associated with vehicle procurement; and

WHEREAS, DTS has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant funds received as a result of the application will be subject to the grant conditions and policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested for the FFY 2015 Section 5310 Grant program shall be for \$200,000.00, with a County in-kind match of \$200,000.00 for a total amount of \$400,000.00 from January 1, 2019 to December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application with NJ Transit for the purposes referenced hereinabove, the resulting grant agreement, and any other documents necessary and proper to carry out the objectives of this Resolution.

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that any funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and that the County Division of Transportation Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday March 7, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

63

RECEIVED

FEB 14 2018

TREASURER'S OFFICE

GRANT REQUEST FORM

DATE: 2/13/18

- 1. TYPE OF GRANT
 NEW GRANT X RENEWAL
- 2. GRANT TITLE: FFY 2015 Section 5310 w/additional funding
- 3. GRANT TERM: FROM: 01/01/19 TO: 12/31/19
- 4. DATE APPLICATION DUE TO GRANTOR: electronic app was due 8/5/16
- 5. CFDA NUMBER: 20.513
- 6. STATE GRANT NUMBER: 2015 Section 5310
- 7. COUNTY DEPARTMENT: Health & Human Services/Div.Human & Disability Svc.
- 8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny - 856-384-6874
- 9. NAME OF FUNDING AGENCY: NJ Transit

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): August 2, 2016 Electronic application was made to receive FFY'2015 Section 5310 grant funds for Vehicle Project and Operating Project. The Capital request, 'Vehicle Project' will be for the lease of ~~three~~ ² Extended Cutaway with rear lift and two w/c positions and 'Operating Project' for additional funding 50% FTA (\$200,000) and 50% Local Share (\$200,000) for monetary replacement of former New Freedom grant and to compensate for continuing declines in annual SCDRTAP grant. Final FTA approval is required before receiving this grant. This Section 5310 application will help provide demand-responsive, subscription and flexible fixed route transportation for various transportation appointments to low-income, elderly and disabled residents.

2 Extended
minibus 16
seats 2
securment

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE 31.70 %

13. IC CHARGED TO GRANT : \$ 0

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>200,000.00</u>	
CASH MATCH	\$ _____	_____
IN-KIND MATCH	\$ <u>200,000.00</u>	
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	<u>\$400,000.00</u>	

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 170,000

TOTAL OTHER EXPENSES (b): \$ 30,000

TOTAL FRINGE (c): \$ 104,499

TOTAL PROGRAM COST (d): \$ 304,499

TOTAL GRANT FUNDING (e): \$ 200,000

TOTAL COUNTY FUNDING (f): \$ 104,499

DEPT. HEAD: Lisa Perry (Com 2)
Signature

DATE: 02/13/2018

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 02/13/18

1. GRANT TITLE: 2015 Section 5310

2. DEPARTMENT: Department of Health & Human Services / DTS

3. GRANT ID NUMBER: STATE: _____

FEDERAL: FFY 2015 Section 5310 Vehicle Awards (Capital) / Operating Federal Award

4. FUNDING AGENCY CONTACT PERSON: Anna Magri

5. FUNDING AGENCY PHONE NUMBER: 973-491-7381

6. GRANT AMOUNT: \$200,000.00

7. A. CASH MATCH AMOUNT: _____

B. IN-KIND MATCH AMOUNT: \$200,000.00

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$400,000.00

8. CONTRACT PERIOD: FROM: 01/01/19 TO 12/31/19

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: X

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____

ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

02/28/19, 03/31/19, 4/30/19, 5/31/19,

06/30/19, 07/31/19, 08/31/19, 09/30/19,

10/31/19, 11/30/19, 12/31/19, 01/31/20, etc.

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN Federal and State funds under this grant have fluctuated in recent years and this grant requires a local match as indicated.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:
Gloucester County submitted Vehicle Request for ~~three Extended Cutaway buses~~ ^{2 extended minibus 16 seats 2} with rear lift, ~~16+2~~ ^{severament} and an Operating Federal Award of \$200,000 (50% match - \$200,000). NJ Transit will perform all requirements associated with the vehicle procurement which can take up to 18-24 months.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES X NO _____

DEPT. HEAD: Lisa Long CCR 2
Signature

DATE: 02/13/2018

Departmental Use Only

DATE RECEIVED BY GRANTS MANAGEMENT: _____

DATE RECEIVED BY DUGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Again, congratulations and thank you for your continued participation in community transportation.

Sincerely,

Anna Magri

Anna Magri
Director of Local Programs and Minibus Support
NJ TRANSIT

Explanation Agenda Item – County execution for FTA 2015 Section 5310 Application, electronic submission previously made to NJ Transit. The 2015 Section 5310 application requests lease of two vehicles (2-Extended Minibuses 16 seats 2 securements).

Authorizing Freeholder Director to execute an application by and between the County of Gloucester Division of Transportation (DTS) and NJ Transit (NJT) under the Federal Transit Administration (FTA) Section 5310 grant program. Gloucester County DTS has completed electronic grant application for 2015 Section 5310 for **Vehicle Request** of two vehicles (2-Extended Minibuses 16 seats 2 securements). **Operating Project Amount** consists of \$200,000.00 FTA and \$200,000.00 Local Share for a total amount of \$400,000.00. This Section 5310 award would help Gloucester County DTS to continue offering free transportation for the county's senior citizens and disabled residents who depend upon DTS' transportation services. Gloucester County agrees to pay for all operating expenses associated with the new buses and equipment to be used by DTS. Final approval of this grant will be made by FTA.

Department: Human Services
Grant Title: 2015 Federal Transit Administration (FTA) Section 5310

Salary and Wages Detail

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2016 Fringe is 61.47% for PERS and 71.45% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds	
Donna Cucetta	Accountant	\$ 10,000	61.47% \$ 6,147.00	\$ 10,000.00	\$ 6,147.00	\$ 16,147.00	5.88% Donna Cucetta
Anthony Wilcox	Coordinator	\$ 12,000	61.47% \$ 7,376.40	\$ 12,000.00	\$ 7,376.40	\$ 19,376.40	7.06% Anthony Wilcox
Debra Caltagirone	Omnibus Operator	\$ 10,000	61.47% \$ 6,147.00	\$ 10,000.00	\$ 6,147.00	\$ 16,147.00	5.88% Debra Caltagirone
Tracey cudd	Omnibus Operator	\$ 10,000	61.47% \$ 6,147.00	\$ 10,000.00	\$ 6,147.00	\$ 16,147.00	5.88% Tracey cudd
Dana Convery	Supervising Omnibus Operato	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Dana Convery
Marge McGee	Omnibus Operator	\$ 9,000	61.47% \$ 5,532.30	\$ 9,000.00	\$ 5,532.30	\$ 14,532.30	5.29% Marge McGee
Patricia Thompson	Clerk	\$ 14,000	61.47% \$ 8,605.80	\$ 14,000.00	\$ 8,605.80	\$ 22,605.80	8.24% Patricia Thompson
Patricia Wheeler	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Patricia Wheeler
Elizabeth Bauer	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Elizabeth Bauer
Chris Bradley	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Chris Bradley
Jim Dietz	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Jim Dietz
Jane Lyons	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Jane Lyons
Veronica Tortella	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50	8.82% Veronica Tortella
		\$ 170,000	\$ 104,499	\$ 170,000	\$ 104,499	\$ 274,499	100.00%
		(a)	(c)				

Other Expenses	Grant Funds	County Funds	Total OE
repairs	\$ 10,000.00		\$ 10,000.00
fuel	\$ 20,000.00		\$ 20,000.00
	\$ 30,000.00		\$ 30,000.00
	(b)		(b)
Total Program Cost	\$ 200,000.00	\$ 104,499	\$ 304,499.00
	(e)	(f)	(d)

Grant Funding History (Grant is new. It replaces New Freedom.)

	New	17-XXX	16-XXX	15-XXX	14-XXX
S&W, Fringe	\$ 170,000.00	\$ -	\$ -	\$ -	\$ -
OE	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -

**2015 Federal Transit Administration (FTA) Section 5310
TRANSPORTATION GRANT - BUDGET PAGE
January 1, 2019 to December 31, 2019**

101	SALARIES - Salary to pay for services rendered by the Division of Transportation Services.	\$155,000
299	Outside Services Outside vendor to transport clients when outside of DTS capabilities.	\$15,000
305	Repairs and Maintenance - Reimbursement to County Fleet Management for repair and maintenance performed on the vehicles.	\$10,000
470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by DTS Program.	\$20,000

TOTAL \$200,000

Form C-2
Department Code 333-002
Submission Date 2/13/2018
Department - Human Services (DTS) Revision Date _____

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Gloucester County Special Transportation Agency

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Application Summary

Status: SUBMITTED



[Click to see Guidelines](#)

Agency

*Legal Name
Gloucester County Special Transportation

*Federal Employer Identification (FEIN) #
216000660

*State Tax Exempt #
216000660

*Is your agency currently debarred from receiving state or federal funds? **No**

General Information

*Organizational Unit
Gloucester County Division of Transportation

*Attachment. Organizational Chart.

[View Attachment](#)

*Agency Address

115 Budd Blvd.
West Deptford NJ 08096-3338
GLOUCESTER County

Website Address
gloucestercountynj.gov

*Attachment. Current Marketing Material

- 2016 English Brochure [View Attachment](#)
- 2015 Spanish Brochure [View Attachment](#)
- 2016 Rural Shopping Bus Daily Schedules [View Attachment](#)
- Philadelphia Shuttle Bus Schedule [View Attachment](#)

*Program Contact

Anthony Wilcox,
Awilcox@co.gloucester.nj.us, ,
Coordinator

*Vehicle Contact

Anthony Wilcox,
Awilcox@co.gloucester.nj.us, ,
Coordinator

*Report Contact

Donna Cucetta,
dcucetta@co.gloucester.nj.us, 856-686
-8360,

*MVC Corp code
39923400080960

*Agency's D-U-N-S #
967221321

*Attachment. SAM.GOV screenshot.

[View Attachment](#)

*Type of Agency
Public Body Designate Lead (County)

*Attachment. Audit or Financial Statement/Annual Report

[View Attachment](#)

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EEO Information

*Has your agency received any complaints alleging discrimination under EEO from employees within the past year? **YES**
If yes, provide a statement of status/outcome of each such complaint
Two unsubstantiated, but one with changes made. Another is open with EEO.

*How many transit related employees does your agency have?
This includes part-time employees or those involved in support of the transit program
30

ADA Information

*Has your agency received any ADA complaints within the last year? **NO**
If yes please explain

*Does your agency have a reasonable modification policy?
YES

Title VI

*Provide the estimated number of minority persons that your agency does and/or will serve annually

*Blacks (Not Hispanic)
130

*Hispanics (person with origins of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish origin)
52

*Asian or Pacific Islanders
15

*American Indians or Alaskan Natives
5

*Non-minorities (all persons not listed above)
565

Total: 767

*Is your agency a registered MBE (Minority Business Enterprise) or WBE (Women's Business Enterprise)? NO

*Does your agency serve a minority community? YES

*Does your agency serve low income populations? YES

*Has your agency received assistance from the FTA in prior years? YES

*Does your agency have a current approved Title VI program submitted to NJ TRANSIT? YES

*If yes, has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service since your last Section 5310 application? NO

*If yes, provide a description of the allegation and the current status and/or outcome.

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Coordinated Human Services Transportation Plan (CHSTP)

As per MAP-21, recipients must certify that projects selected are included in a locally developed, coordinated public transit-human services transportation plan. The plan must undergo a development and approval process that includes seniors and people with disabilities, transportation providers, among others, and is coordinated to the maximum extent possible with transportation services assisted by other federal departments and agencies.

*Has your project/agency been named a local plan or does your project meet an identified need in the plan? YES
If yes, please provide a description

Provide the page number/chapter/section or paragraph of where your agency/project or unmet need is identified in local plan
Under 2013 CHSTP, old UWR, Page #18 to 20

*Describe the unmet needs or gaps in service from your Coordinated Human Service Transportation Plan (CHSTP) that will be served with this award?
 Many of the unmet needs identified in the 2013 CHSTP (UWR) are still relevant. 1) Out-of county medical transportation is limited; 2) There is still a lack of schedule coordination between community shuttles and the County; 3) evening and weekend transportation for seniors and disabled is non-existent; 4) Even with the VA facility located in Gloucester County, requests by Veterans to Phila. and Del. Hospitals are still being taken by Gloucester County DTS. A couple of the unmet needs and gaps identified in the old UWR Plan have been met. Specifically, #5 through the JARC and old New Freedom grant, work-related transport is supported for people with disabilities. #7+#8 "Residents in rural areas must travel north or south to go east and west" - a new Pureland East to West shuttle bus was initiated through the coordination of many agencies.

*Are any of your vehicles leased to and/or operated by the County Coordinated System? YES
 Attachment. (*Required if YES) Coordinated System Vehicle Memorandum of Understanding (MOU) or Contract.

[View Attachment](#)

*Does your agency have any formal transportation agreements with other organizations (in addition to the County Coordinated System)? YES

Attachment. (*Required if YES) Formal Transportation Agreement.

Philadelphia Shuttle Services

[View Attachment](#)

*Does your agency purchase transportation services for clients? (i.e. third party service contracts, bus passes, etc.) YES
 Vocational related transportation is being funded through County. Collins Transportation LLC is a vendor contracted for transportation requests that cannot be handled by County DTS.

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Transportation Services

*Do you have an existing transportation program? YES

*How many years has your agency been providing transportation?
 31

*How many one-way passenger trips does your agency provide to the following categories annually?

*Seniors
 27122
 50%

*Individuals with disabilities
 27615
 50%

*General Public
 0
 0%

Total: 54737

Trip Purposes

*Medical
 23759
 43%

*Non Competitive Employment/Training
24664
 45%

*Competitive Employment
3865
 7%

*Social/Recreation
550
 1%

*Post Secondary Education
0
 0%

*Nutrition
0
 0%

*Shopping
1658
 3%

*Other
241
 0%

Total: 54737

*How many hours per day does your transportation service operate?
10

*How many days per week does your transportation service operate?
5

*Is there an age requirement for your transportation?
NO
 If yes, at what age does a consumer become eligible for your transportation service?

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Transportation Services

*Do your consumers utilize any of the below services? **YES**

- Fixed Route Bus Service (NJ TRANSIT or other)
- Heavy Rail (NJ TRANSIT or other)
- Access Link
- Light Rail (NJ TRANSIT or other)
- Municipal Dial-A-Ride
- County Transportation
- Taxi Service

If no, why not?
 NJ Transit Train or Light Rail are not available in Gloucester County. A light rail system is currently on the drawing board and, if all goes according to plan, this would most likely be in place by 2019.

Agency Annual Transportation Budget:

Total Annual Agency Transportation

*Driver Salary/Fringe
\$1,802,827.00
 59%

*Administrative Salary and Fringe
\$262,426.00
 9%

*Maintenance/Repairs
\$39,973.00
 1%

*Third Party Contracts
\$149,293.00
 5%

*Fuel
\$77,503.00
 3%

*Insurance
\$0.00
 0%

*Other
\$699,670.00
 23%

Total: \$3,031,692.00

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Vehicle Project

Do you want to apply for vehicles? **YES**

Vehicle Request

Request Type	Vehicle Type	Replacement for (VIN)
Replace 5310 Vehicle	Extended Cutaway Standard Floor Rear Lift 2 Accessible Locations with Fold away	VIN: 1GBJG316981188497
Replace 5310 Vehicle	Extended Cutaway Standard Floor Rear Lift 2 Accessible Locations with Fold away	VIN: 1FDXE45P46HB07829
Replace 5310 Vehicle	Extended Cutaway Standard Floor Rear Lift 2 Accessible Locations with Fold away	VIN: 1GBJG316481174085

Scope of Project

***Description of Project**

*Describe in detail the transportation service you intend to provide with this vehicle grant award (s).
 Be sure to address:
 The planning process involved to determine the need for this vehicle request.
 The planning process involved to determine the transportation needs of your consumers.
 The type of consumers to be served (seniors and/or individuals with disabilities).
 Their transportation challenges (mobility issues, cognitive issues, etc.)
 How this award will help overcome those challenges.
 The days, times and service area for each vehicle request.*

DTS Vehicles are being used for all types of transportation provided by Gloucester County Division of Transportation Services (DTS). Consumers with cognitive, mobility and age-related disabilities use our transportation services for their medical, educational, vocational, work-related and shopping needs. Since the application process was begun in 2015 through Ecolane's routing & scheduling system, we have experienced an increase of residents applying for transportation services. At this time, the DTS fleet consists of 30 vehicles with service being scheduled from 7:00am to 5:00pm for various requests; dialysis, medical, educational, vocational, work-related and shopping. Replacement Vehicles will be named when

useful life and retirement dates become evident. Gloucester County residents will be able to schedule transportation using the new vehicles for all aspects of the DTS Program.

Service Area (counties and towns)

County /	Town
GLOUCESTER	ALL TOWNS
CAMDEN	AUDUBON
CAMDEN	CAMDEN
CAMDEN	CHERRY HILL TWP
SALEM	ELMER
CAMDEN	HADDON HEIGHTS
CAMDEN	HADDONFIELD
CAMDEN	STRATFORD
CUMBERLAND	VINELAND
CAMDEN	VOORHEES TWP

*How many one-way passenger trips does your agency provide to the following categories annually?

*Seniors
49
 49%

*Individuals with disabilities
51
 51%

*General Public
0
 0%

Total: 100

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Trip Purposes

Medical
53
 53%

Non Competitive Employment/Training
30
 30%

Competitive Employment
9
 9%

Social/Recreation
2
 2%

Post Secondary Education
0
 0%

Nutrition
0
 0%

Shopping
5
 5%

Other
1
1%

Total: 100

Mode of Transportation

*This vehicle award will be used in which mode of transportation service? (check all that apply)

- Demand Response (Advanced Reservation)
- Deviated Route
- Feeder service to bus and/or rail

*How will you evaluate and measure success of this award over time? Describe your methods for ensuring maximum utilization of this award.

Ridership reports are maintained within DTS office and sent monthly to officials at NJ Transit. The current waiting list for dialysis has been reduced to 10 residents and therapy-related transportation is being scheduled through daily in-take on the scheduling phone line. Administrative and capital purchases are non-existent due to a limited budget and thanks to the 5310 grant for capital purchases that keep our fleet in good order. The ability to acquire new vehicles under the 5310 grant allows DTS to focus on providing service to our most vulnerable residents at a significantly reduced cost. Feeder service is being used for the first time in many years and will be used again when it makes sense to do so.

*Attachment. Job Description of person responsible for transportation program.

[View Attachment](#)

*Is driver training provided? YES

If yes, list training courses
Wheelchair Securement training was given by Instructor, DTS Assistant Supervising Omnibus Operator, at the 4-27-16 Staff Meeting. The Q'Straint Driver/Operator Instruction Guide was distributed to drivers at this meeting. In addition, updated 2016 Operator Manuals were given out to all DTS drivers. List Other Training.....

*Do you require your drivers to have a Commercial Driver's License (CDL)? Be advised that the majority of the vehicles offered through this program may require CDLs. YES

Agency Annual Transportation and Vehicle Project Budget

Vehicle Fleet and Maintenance

*Attachment. Vehicle Inventory

[View Attachment](#)

Total # of Vehicles in Fleet
30

Total # of Accessible Vehicles in Fleet
27

Provide names and locations of lots or garages where vehicles are kept

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115 Budd Blvd., West Deptford, NJ 08096-3338,
 Glou
 115 Budd Blvd.
 West Deptford NJ 08096-3338
 GLOUCESTER County
 89 Willow Grove Road, Pittsgrove, NJ 08318
 Salem Co
 89 Willow Grove Road
 Pittsgrove NJ 08318-2039
 SALEM County
 45 Lenape Avenue, Mantua, NJ 08051-1456,
 Glouceste
 45 Lenape Avenue
 Mantua NJ 08051-1456
 GLOUCESTER County
 1200 Delsea Drive, Clayton, NJ 08312,1096,
 Gloucester
 1200 Delsea Drive
 Clayton NJ 08312-1096
 GLOUCESTER County

How are your vehicles stored?

- Garage kept
- Secured/fenced lot
- On-site in unsecured lot
- Off-site location in unsecured lot

Maintenance

*Attachment. Vehicle pre-trip inspection form.

[View Attachment](#)

*Attachment. Procedures for preventative maintenance.

[View Attachment](#)

*Maintenance Facilities Address

Names and locations of maintenance facilities where vehicles are fixed and maintained

89 Willow Grove Road, Pittsgrove, NJ 08318-
 2039, S
 89 Willow Grove Road
 Pittsgrove NJ 08318-2039
 SALEM County
 45 Lenape Avenue, Mantua, NJ 08051-1456,
 Gloucester
 45 Lenape Avenue
 Mantua NJ 08051-1456
 GLOUCESTER County

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1200 Delsea Drive, Clayton, NJ 08312-1096,
Glouces
1200 Delsea Drive
Clayton NJ 08312-1096
GLOUCESTER County

*Attachment. Job description of individual responsible for maintenance.

[View Attachment](#)

*Attachment. State Tax Forms.

[View Attachment](#)

*Attachment. Federal Tax Forms.

[View Attachment](#)

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Mobility Management Project

*Do you want to apply for mobility management? **NO**

Operating Project

*Do you want to apply for operating? **YES**

Description of Project

*Describe in detail the transportation service you intend to provide with this grant award.
Be sure to address:
The planning process involved to determine the need for this operating request.
The planning process involved to determine the transportation needs of your consumers.
The type of consumers to be served (Seniors and/or individuals with disabilities).
Their transportation challenges (mobility issues, cognitive issues, etc.)

How this award will help overcome those challenges.

The days, times and service area for your transportation program.

With the former Section 5317 New Freedom Program merging with Section 5310 grant funding, \$400,000 is being requested for 2017; \$200,000 grant funded with a \$200,000 local match. Funding will be provided to residents with cognitive, mobility and aged-related disabilities for transportation primarily for training opportunities, educational programs, as well as both competitive and non-competitive employment. Previous New Freedom funding provided important transportation services helping Gloucester County's disabled population become more independent. The Gloucester County DTS Program operates Monday through Friday 7:30am to 5:00pm.

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Service Area (counties and towns)

County /	Town
GLOUCESTER	ALL TOWNS
CAMDEN	AUDUBON
CAMDEN	CAMDEN
CAMDEN	CHERRY HILL TWP
SALEM	ELMER
CAMDEN	HADDON HEIGHTS
CAMDEN	HADDONFIELD
CAMDEN	STRATFORD
CUMBERLAND	VINELAND
CAMDEN	VOORHEES TWP

Mode of Transportation

*Which mode of transportation service will you be providing with this award? (check all that apply)

- Demand Response (Advanced Reservation)
- Deviated Route
- Feeder service to bus and rail

*How will you evaluate & measure success of this award over time? Describe your methods for ensuring maximum use of this award.

Ridership reports are maintained within DTS office and sent monthly to officials at NJ Transit. The current waiting list for dialysis has been reduced to 10 residents and therapy-related transportation is being scheduled through daily in-take on the scheduling phone line. Administrative and capital purchases are non-existent due to a limited budget and thanks to the 5310 grant for capital purchases that keep our fleet in good order. The ability to acquire new vehicles under the 5310 grant allows DTS to focus on providing service to our most vulnerable residents at a significantly reduced cost. Feeder service is being used for the first time in many years and will be used again when it makes sense to do so.

Agency Annual Transportation and Operating Project Budget

Total Annual Agency Transportation	*Requested Project Budget
Driver Salary/Fringe \$1,802,827.00 59%	*Driver Salary/Fringe \$0.00 155,000 0%
Administrative Salary and Fringe \$262,426.00 9%	
Maintenance/Repairs \$39,973.00 1%	*Maintenance/Repairs \$0.00 10,000 0%
Third Party Contracts \$149,293.00 5%	*Third Party Contracts \$0.00 15,000 0%
Fuel \$77,503.00 3%	*Fuel \$0.00 20,000 0%
	*Insurance

Insurance
\$0.00
0%

\$0.00
0%

Other
\$699,670.00
23%

Total: \$3,031,692.00

Total: \$0.00 *260,000*
FTA Request (50%) \$0.00
Local Match (50%) \$0.00
Be advised that your agency will be responsible for the 50% local match

* Please Identify the source of your Local Match
* Please be advised that if your project is selected you will be required to submit documentation of local match. Indirect costs

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Additional Documents

Additional Documents – All agencies applying for Section 5310 funding must provide the following documents

*Attachment. Public Notice.

[View Attachment](#)

*Attachment. NJ Standard Assurances Requirement.

[View Attachment](#)

Comments

Provide any additional comments that have not been addressed in this application.
Vocational transportation for disabled residents is at an all time high, with many applications being received and potential clients placed on waiting list. Currently, County of Gloucester pays for transportation expenses related to the disabled population traveling to two workshops in Gloucester County. We have five transportation routes, two routes funded by the county for disabled residents traveling to Abilities Solutions and St. John of God School training sites. With additional funding, DTS could support all five routes in-house and would become able to address new client applications. Additionally, the ACT Center sponsored a Job Fair that was attended by over 300 job seekers.

**RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH
UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY
SOFTWARE FROM APRIL 1, 2018 TO MARCH 31, 2019 FOR \$73,314.29**

WHEREAS, there is a need for the provision of maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$50,200.56 and A.O.S.S. Card Registration (web), in the amount of \$23,113.73), for the Division of Social Services; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester has determined that the maintenance services can be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total amount of \$73,314.29, from April 1, 2018 to March 31, 2019; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$73,314.29 pursuant to CAF #18-01520, which amount shall be charged against budget line item 8-01-27-345-002-64105.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a License Maintenance Agreement between County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$50,200.56 and A.O.S.S. Card Registration (web), in the amount of \$23,113.73), for a total amount of \$73,314.29, from April 1, 2018 to March 31, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2018 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-01520

NO.

ORDER DATE: 02/22/18
REQUISITION NO: R8-01693
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO DIV. OF SOCIAL SERV.
400 HOLLY DELL DRIVE
SEWELL, NJ 08080
856-256-2107 GERRI HAMMER

VENDOR #: UNITFRONT

**V
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UNITRONIX DATA SYSTEMS INC.
1124 ROUTE 202
RARITAN, NJ 08869

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LICENSE MAINTENANCE AGREEMENT FOR THE ABACUS FRAUD COLLECTION TURNKEY SYSTEM AND A.O.S.S. CARD REGISTRATION FROM APRIL 1, 2018 - MARCH 31, 2019 CUSTOMER ID 1640 PASSED BY RESOLUTION 3/7/18	8-01-27-345-002-64105 Repairs to Equipment	73,314.2900	73,314.29
			TOTAL	73,314.29

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

INVOICE

UNTRONIX DATA SYSTEMS, INC.

1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 2962

INVOICE DATE: 02/22/18

SOLD TO: Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
1640				NET 30	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
1	SYSMNT	SYSTEM MAINTENANCE FOR 04/01/18 THRU 03/31/19	73,314.29	73,314.29	
			TOTAL DUE	\$ 73,314.29	

LICENSE MAINTENANCE AGREEMENT

Agreement dated April 1, 2018 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Gloucester County Division of Social Services (hereinafter called "customer") a New Jersey Agency, having a principal place of business at 400 Hollydell Drive, Sewell, New Jersey 08080.

By its acceptance hereof, UDS agrees to provide service and maintenance for the equipment and software listed in Schedule A below, customer agrees to provide remote access to servers as required, and any supplements to Schedule A so identified and signed by both parties (said equipment and software being hereinafter called "the equipment" or "the software"), at the location(s) specified below. The customer agrees to be responsible for maintaining daily backup of data for all systems and honor all ABACUS® and A.O.S.S.® Copyrights. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason. This agreement supercedes all other contracts, and riders.

SCHEDULE A

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	
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System I - ABACUS® Fraud Collection Turnkey System (Web)

Software

1.	1	ABACUS® Server License	
2.	13	ABACUS® Web License for connection to state computers thru ethernet for Fraud Dept.	
3.	1	Suse-Linux Operating System	
4.	1	Microsoft Operating System	
5.	1	(UDS) Quarterly Program updates from Unitronix Data Systems with mandatory updates for Federal & State level compliancy	\$50,200.56

System II - A.O.S.S.® Card Registration (Web)

Software

6.	1	Card Registration Server License	
7.	7	Card Registration Web License	
8.	1	Ievs Server License	
9.	1	Ievs Workstation license	
10.	1	PCanywhere v11.5	
11.	1	BackUp MyPC to CD's	
12.	3	Macro programs for labels	\$23,113.73

Hardware System I

13.	1	Suse 10.1 Program Server consisting of, Pentium 4, 2.8 GHz, 1 GB Memory, system cabinet, power supply, CD-burner, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS	
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Hardware System II

14.	1	Microsoft Web-Data Server consisting of, Pentium 4, 2.8 GHz, 1GB Memory, system cabinet, power supply, CD-burner,, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS, US Robotics Internal modem, IOGEAR 4 port switch	
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